

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, SEPTEMBER 20, 2016 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Employee of the Quarter 2016 - Steve Schimminger, Librarian](#)

PRESENTATIONS

2. [EXOS Executive Summary for Las Palmas Pool Operations for January through June 2016 \(Community Services\)](#)

INTERVIEWS / APPOINTMENTS

3. [Interviews and Appointments: Various Boards & Commissions. \(City Clerk\)](#)

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of _____. (City Clerk)
6. [Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into agreement with Lexipol LLC to provide content for Law Enforcement Policy Development and Law Enforcement Training Subscription Services from September 21, 2016 through September 21, 2017, with optional three one-year extensions. \(Police\)](#)

7. [Resolution of the City Council of the City of National City, 1\) awarding a contract to C.S. Legacy Construction, Inc. in the not-to-exceed amount of \\$612,243 for the Paradise Creek Educational Park Project, CIP No. 16-08; 2\) authorizing a 15% contingency in the amount of \\$91,836.45 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City approving the transfer of certain Real Property from the City of National City to the Community Development Commission-Housing Authority of the City of National City consisting of portions of Hoover Avenue and Harding Avenue previously vacated by City Council Resolution 2013-83 for the Westside Infill Transit Oriented Development. \(Housing & Economic Development\)](#)
9. [Warrant Register #6 for the period of 08/03/16 through 08/09/16 in the amount of \\$341,784.95. \(Finance\)](#)
10. [Warrant Register #7 for the period of 08/10/16 through 08/16/16 in the amount of \\$1,953,065.30. \(Finance\)](#)
11. [Warrant Register #8 for the period of 08/17/16 through 08/23/16 in the amount of \\$1,250,523.16. \(Finance\)](#)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

12. [An Ordinance of the City Council of the City of National City adding Chapter 2.62 to the National City Municipal Code pertaining to informal bidding procedures under the California Uniform Public Construction Cost Accounting Act \(CUPCAA\). \(Engineering/Public Works\)](#)

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

13. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and EsGil Corporation to provide on-call plan reviews, permit processing, construction inspections, code enforcement services, and related services for various City departments including but not limited to Building, Fire, and Engineering, in the not-to-exceed amount of \\$800,000 per year for a period of three years. \(Funded by fees collected, developer deposits, various Capital Improvement Project funds, and other funds as needed\). \(Building/Fire\)](#)

14. [Resolution of the City Council of the City of National City authorizing the following actions to fund the Las Palmas Park & El Toyon Park Lighting Project: 1\) release \\$514,172 from State Grant Fund 348 fund balance to the General Fund fund balance; 2\) appropriate \\$814,172 to corresponding CIP expenditure accounts for El Toyon Park & Las Palmas Park Improvements from General Fund fund balance; and 3\) appropriate \\$89,019.93 in the El Toyon Park Improvements CIP account from Park & Recreation Capital Outlay Fund fund balance. \(Engineering/Public Works\)](#)

NEW BUSINESS

15. [Temporary Use Permit – St. Mary's Fall Festival hosted by St. Mary's Church on Sunday, October 2, 2016 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
16. [Report on the City Council's options in filling the impending City Attorney vacancy. \(City Manager\)](#)
17. [Update on use of ballfield lighting for El Toyon Park Multi-Purpose Field. \(Engineering/Public Works\)](#)
18. [Update on Energy and Water Conservation Program. \(Engineering/Public Works\)](#)
19. [Community and Police Relations Commission 2014 and 2015 Annual Report. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

20. [Resolution of the Community Development Commission-Housing Authority of the City of National City accepting the transfer of certain Real Property from the City of National City consisting of portions of Hoover Avenue and Harding Avenue previously vacated by City Council Resolution 2013-83 for the Westside Infill Transit Oriented Development. \(Housing & Economic Development\)](#)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

21. [A report on the State of California Cap-and-Trade Program and its appropriations including the Affordable Housing and Sustainable Communities Program. \(Housing & Economic Development\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 4, 2016 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2016 - Steve Schimminger, Librarian



CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: September 7, 2016
TO: Leslie Deese, City Manager
FROM: Stacey Stevenson, Deputy City Manager
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the Third Quarter of calendar year 2016 is:

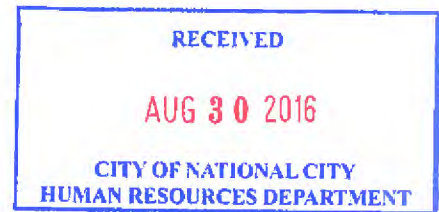
Steve Schimminger - Librarian

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, September 20, 2016 to be recognized for his achievement and service.

Attachment

cc: Steve Schimminger
Minh Duong – City Librarian
Josie Flores-Clark – Executive Assistant III
Human Resources – Office File

City of National City
Performance Recognition Award
Nomination Form



I nominate: Steve Schimminger for the Performance Recognition Award for the following reasons:

Hiring Steve Schimminger has been one of the best personnel decisions I've made!

Ten years ago, Steve moved to San Diego from Michigan and applied for a part-time reference position with the Library. When the Library expanded its business hours to include a seven-day opening in 2008, Steve became the weekend Librarian-in-charge. In 2011, a full-time position opened up in the Children's Room and Steve got appointed as the Children's Librarian.

Steve maintains a perfect attendance record so far. He shows up to work every day in a good mood and good spirit, bustling around with a spring in his step and acknowledging kids who come in his area with perky greetings.

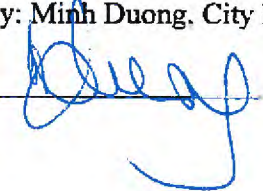
In his current position of Children's Librarian, Steve creates a pleasant and inviting environment where parents and children can enjoy their visits to the Children's Room. Steve looks at different ways of providing new programs without incurring additional costs. As a staff member, Steve acts according to directives, demonstrates good common sense, and displays an energetic and positive attitude. Over the years, he has as well developed a reputation for reliability in all that he does. Steve uses diplomacy and tact in dealing with co-workers and patrons, even the young clients the Children's Room serves. And most of all, Steve takes things in stride and with good humor, no small feat especially in public service.

I can go on enumerating many other qualities that make Steve such a valuable employee for any agency. But if I have to pick one thing that defines Steve, it's his all-time impeccable manners – always courteous, calm, and professional. I hereby nominate Steve Schimminger for the City of National City Performance Recognition Award.

FORWARD COMPLETEE NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: Minh Duong, City Librarian

Signature: 

Date: 8/30/16

The following page(s) contain the backup material for Agenda Item: EXOS Executive Summary for Las Palmas Pool Operations for January through June 2016 (Community Services)

Item # ____

09/20/16

**EXOS Executive Summary for Las Palmas Pool Operations for
January through June 2016 (Community Services)**

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various Boards & Commissions. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Interviews and Appointments: Various Boards & Commissions. (City Clerk)

PREPARED BY: Michael R. Dalla

PHONE: 619-336-4226

DEPARTMENT: City Clerk

APPROVED BY:  _____

EXPLANATION:

See attached background report.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ Finance

APPROVED: _____

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Conduct Interviews

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Background Report
2. Applications

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

09/20/16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into agreement with Lexipol LLC to provide content for Law Enforcement Policy Development and Law Enforcement Training Subscription Services from Septembe

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into agreement with Lexipol LLC to provide content for Law Enforcement Policy Development and Law Enforcement Training Subscription Services from September 21, 2016 through September 21, 2017, with optional three one-year extensions.

PREPARED BY: Jose Tellez, Captain

PHONE: Ext. 4513

EXPLANATION:

Refer to Attachment

DEPARTMENT: Police

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

Funds available in - 001-411-000-299-0000 (Contract Services) \$55,245

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Staff Report
Standard Agreement



NATIONAL CITY POLICE DEPARTMENT

STAFF REPORT

DATE: September 6, 2016

SUBJECT: Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into agreement with Lexipol LLC to provide content for Law Enforcement Policy development and Law Enforcement Training Subscription Services

SUMMARY:

It is recommended the City Council approve the Resolution of the City Council of the City National City to enter into agreement with Lexipol for materials / content for the formulation of Police Department Policies and Procedures. Lexipol provides law enforcement agencies content recommendations for standard language in the development of policies and procedures, compliant with the current legal requirements. Several police agencies in San Diego County use Lexipol content to develop and standardize their policies and procedures.

BACKGROUND:

Lexipol is the country's leading source of risk management resources for public safety organizations delivered through web-based policy manuals, training, and supplemental publications. The Lexipol policy and training system is used by public safety agencies throughout the country to reduce risk and stay current on litigation trends while providing policy guidance to agencies.

Policy manuals are a perishable tool and need regular review and updating. Lexipol is designed to provide agencies well researched guidance and material. Lexipol consistently monitors issues affecting Law Enforcement to develop new policies and improve existing policies to reflect changes from precedent setting court decisions, legislation, best practices, and new issues facing agencies. Any changes to the manual are archived to allow specific document access years later to support litigation defense or other needs.

***1200 National City Boulevard, National City, CA 91950
(619) 336-4511/Fax (619) 336-4525 www.nationalcityca.gov***

For the last eleven years, Lexipol's expert legal team has provided materials to set policy for public safety agencies by providing content specific to each state. The Lexipol content policy manual is arranged consistent with the way Law Enforcement operates and can be indexed to be compliant with national accreditation standards. Agencies review the content draft, and if necessary, make changes that reflect unique needs of the agency prior to adopting policies. The greatest areas of editing typically are in sections where the agency wants more detailed procedural guidelines than Lexipol content policy provides. In those cases, agencies can customize a policy or policies and/or accept the draft as a complete regulatory and operational policy manual for immediate use.

There is no indemnification clause, mutual or otherwise, in the contract with Lexipol. Lexipol only provides materials and content for consideration by agencies.

The Chief of Police, after review by the City Attorney's Office, has final authorization to adopt Lexipol content for the formalization of Police Department Policies and Procedures.

Lexipol is used by several agencies in San Diego County to include:

Carlsbad Police Department
Chula Vista Police Department
San Diego State Police Department
San Diego Harbor Police Department
Oceanside Police Department
UC San Diego Police Department

FISCAL IMPACT:

The contract with Lexipol for services include the basic annual subscription, the Daily Training Bulletin Component, a Procedural Shell which allows the Police Department Policy to be accessed on-line or via mobile app, the Implementation Fast Start Program, and Implementation Services. The Implementation Services is a one-time cost service that enhances the Implementation Fast Start Program. Often, agencies need additional support in the form of a Program Manager for the full implementation of the final Policies & Procedures Manual. The Implementation Services allows for a Project Manager to work with the agency as needed.

A Project Manager will be assigned to the police department and work with department representatives and develop policies which will be standardized and customized to our department's specific needs. The Project Manager works with staff primarily via the internet, emails, USPS, and phone calls.

	Term	FY 16/17
LE Policy & Training Subscription	Annual Fee	\$14,245
Procedural Shell	Annual Fee	\$1,500
Implementation Fast Start Program	One Time Fee	\$9,500
Implementation Services (not to exceed 200 hours)	One Time Fee	\$30,000
Total Cost		\$55,245

The duration of this agreement is for the period of September 21, 2016 through September 21, 2017, with an optional three one-year extensions.

RECOMMENDATION:

The Police Department recommends approval of the agreement.

JT

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
Lexipol LLC**

THIS AGREEMENT is entered into on this 20th day of September, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and LEXIPOL LLC, a limited liability company (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ CONSULTANT to provide Law Enforcement Policy and Training Subscription Services which includes policies that reflect up to date, applicable industry standards and best practices, customized content for law enforcement agencies subject to the laws of the State of California, daily scenario-based training that reinforces CITY approved policies and procedures, and regular updates to CITY policies and procedures as statutes, case law, and regulations change.

WHEREAS, CONSULTANT will provide a Procedural Shell for such services allowing CITY to electronically link agency-specific procedural content to CITY'S policy manual and CONSULTANT'S online platform and will provide an Implementation Fast Start Program, as well as general Implementation Services including assigning a LEXIPOL Project Manager to assist the CITY in implementing the new services as needed, not to exceed 200 hours.

WHEREAS, the CITY has determined that the CONSULTANT is an expert in Law Enforcement Policy and Training Subscription services and providing policy and training solutions, is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide Law Enforcement Policy and Training Subscription Services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 21, 2016. The duration of this Agreement is for the period of September 21, 2016 through September 21, 2017. Completion dates or time durations for specific portions of the Project are set forth in Exhibits "1" and "B". This Agreement may be

extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the Chief of Police.

3. **SCOPE OF SERVICES.** CONSULTANT will provide Law Enforcement Policy and Training Subscription services which includes policies that reflect up to date, applicable industry standards and best practices, customized content for law enforcement agencies subject to the laws of the State of California, and daily scenario-based training that reinforces CITY approved policies and procedures. CONSULTANT will provide regular updates to CITY policies and procedures as statutes, case law, and regulations change. CONSULTANT will provide a Procedural Shell for such services allowing CITY to electronically link agency-specific procedural content to CITY'S policy manual and CONSULTANT'S online platform. CONSULTANT will provide a one-time Implementation Fast Start Program including general Implementation Services which includes assigning a LEXIPOL Project Manager to assist the CITY in implementing the new services as needed, not to exceed 200 hours. The scope of services are further set forth and detailed in the attached Exhibits "1", "A" and "B", and are incorporated herein.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Captain Jose Tellez hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Shirl Tyner shall be the Executive Project Manager and Jim Marker shall be the Associate Project Manager for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** Compensation and payment is set forth and detailed in the attached Exhibits A and B. The total cost for all work described in Exhibit "A" shall not exceed \$55,245 for the period of September 21, 2016 through September 21, 2017. This includes implementation services which are billed at \$150.00 per hour, for time and materials, and which will not exceed 200 hours. Invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibits "A" and "B", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for

three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

11. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT

shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13 however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation. The CITY is subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 13.

14. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

15. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy,

covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate e additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A: VII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

16. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not

be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

17. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

18. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or

sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Manuel Rodriguez
 Chief of Police
 National City Police Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT:
 Michael Renoux
 Director Contracts
 Lexipol LLC
 6B Liberty Suite 200
 Aliso Viejo, CA 92656

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**
OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 20 by the CONSULTANT.

21. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

22. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or schedules or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The City is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the City in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the City, the insurance provisions in Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

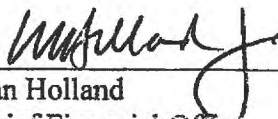
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

LEXIPOL LLC

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: _____
Van Holland
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Michael Davis
Chief Executive Officer

Claudia Gacitua Silva
City Attorney



PREDICTABLE IS PREVENTABLE

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: National City Police Department

Agency's Address: _____

Attention: Capt. Jose Tellez

Lexipol's Address: 6B Liberty, Suite 200

Aliso Viejo, CA 92656

Attention: _____

Effective Date: _____

(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of the AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY and Lexipol LLC, (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

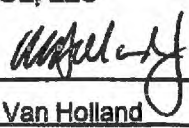
Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

LEXIPOL, LLC

Signature: 

Print Name: Van Holland

Title: Chief Financial Officer

Date Signed: 9/2/16

EXHIBIT A**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

PRODUCT	TERM	PRICE
Law Enforcement Policy and Training Subscription	Annual Fee	\$ 14,245.00
Procedural Shell	Annual Fee	\$ 1,500.00
Implementation Fast Start Program	One-Time Fee	\$ 9,500.00
Implementation Services (as needed - not to exceed 200 hours at \$150 per hour)	Time and Materials	\$ 30,000.00
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total		\$ 55,245.00

Implementation Services will be performed on a Time and Materials basis, Lexipol will utilize a Project Manager that recommends content, but Agency will determine policy as noted in Section 8. below, effort not to exceed 200 hours.

Pricing is based on 76 - 100 ☒ No. of Authorized Sworn Officers, ☐ No. of Beds, or ☐ No. of Authorized Staff
(insert #)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "Agreement" means (a) AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND Lexipol LLC, (b) Exhibit 1 (the cover sheet to which these General Terms and Conditions are attached), (c) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, (d) Exhibit B (these General Terms and Conditions).

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however,

relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party

knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, such as the National City's and or Police Department's website or other City/Department social media platforms, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above. Agency is subject to the Public Records Act and this provision is not intended to impede or impair the requirements and obligations under that Act. Agency agrees to advise Lexipol and Lexipol agrees to advise Agency of any such request and their subsequent response to such request.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that Lexipol may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, Public Records Act request, subpoena, discovery request, regulatory request or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement, as defined in Section 1.2, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to C.S. Legacy Construction, Inc. in the not-to-exceed amount of \$612,243 for the Paradise Creek Educational Park Project, CIP No. 16-08; 2) authorizing a 15% contingency

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to C.S. Legacy Construction, Inc. in the not-to-exceed amount of \$612,243 for the Paradise Creek Educational Park Project, CIP No. 16-08; 2) authorizing a 15% contingency in the amount of \$91,836.45 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Jose Lopez, Junior Engineer - Civil

PHONE: 619-336-4312

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

Finance

APPROVED: _____

MIS

296-406-500-598-6191 (Prop 84 Grant – Paradise Creek Educational Park) – \$562,243

001-409-500-598-7049 (Drainage Improvements) – \$50,000

Funds are available in these accounts through prior City Council appropriations

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to C.S. Legacy Construction, Inc. in the not-to-exceed amount of \$612,243 for the Paradise Creek Educational Park Project, CIP No. 16-08.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

EXPLANATION

The project will expand Paradise Creek Educational Park, which is located on W. 19th Street behind Kimball Elementary School. Improvements include the removal of approximately 13,600 square feet of impervious pavement to install an educational native plant walk with interpretive signage, a community garden, new pathways and walking trails, a bioretention basin to treat off-site run-off, and park furnishings.

On July 20, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 22, 2016 and July 29, 2016, the bid solicitation was advertised in local newspapers.

On August 22, 2016, six (6) bids were received electronically on PlanetBids by the 10:00 a.m. deadline. Bid results were available immediately after the 10:00 a.m. deadline. Fordyce Construction, Inc. was the apparent lowest bidder with a total base bid plus additive bid amount of \$756,976.50. Upon review of all documents submitted, Fordyce Construction, Inc.'s bid was deemed "non-responsive" due to bid irregularities.

C.S. Legacy Construction, Inc. was the second lowest bidder with a total base bid plus additive bid amount of \$777,288.00. Upon review of all documents submitted C.S. Legacy Construction, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to C.S. Legacy Construction, Inc. in the not-to exceed amount of \$612,243 which includes the following:

- Combined Base Bid amount of \$590,421
 - Includes the general improvements, site improvements, landscaping, drainage improvements, and earthwork.
- Additive Bid amount of \$21,822
 - Includes construction of a catch basin, chain link fence and two gates, and a driveway for staff access to provide regular maintenance to Paradise Creek.

Staff also recommends authorizing a 15% contingency in the amount of \$91,836.45 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.



BID OPENING RESULTS

NAME: PARADISE CREEK EDUCATIONAL PARK
CIP NO: 16-08
DATE: Monday, August 22, 2016
TIME: 10:00 A.M.
ESTIMATE: \$620,500
PROJECT ENGINEER: Kuna Muthusamy, P.E.

NO.	BIDDER'S NAME	Grand Total*	ADDENDA	BID SECURITY - BOND
1.	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, CA 92071	\$756,976.50 (Non-Responsive)	Yes	Bond
2.	C.S. Legacy Construction, Inc 1461 S East End Ave Pomona, CA 91766	\$777,288.00	Yes	Bond
3.	Palm Engineering Construction Company, Inc. 7730 Opportunity Rd. #J San Diego, CA 92111	\$798,093.00	Yes	Bond
4.	M.A. Stevens Construction, Inc. 125 E 17th Street National City, CA 91950	\$833,182.29	Yes	Bond
5.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$899,423.70	Yes	Bond
6.	Western Rim Constructors, Inc. 621 S Andreasen Drive, Suite B Escondido, CA 92029	\$1,021,329.81	Yes	Bond

* If an additive, alternate or additive/alternate bid items are called for in the Contract Documents, the sum of the base bid and all additive, alternate and additive/alternate bids, if any, shall be used to determine the lowest responsive bid.

Bid Results for Paradise Creek Educational Park (CIP No. 16-08)

				Fordyce Construction, Inc. <i>Non-Responsive</i>		C.S. Legacy Construction, Inc.		PALM ENGINEERING CONSTRUCTION COMPANY, INC.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Base Bid - General									
1	Mobilization/Demobilization	LS	1	\$45,900.00	\$45,900.00	\$77,544.00	\$77,544.00	\$50,000.00	\$50,000.00
2	Surveying and Construction Staking	LS	1	\$15,900.00	\$15,900.00	\$17,561.00	\$17,561.00	\$13,000.00	\$13,000.00
3	Signing and Striping	LS	1	\$3,200.00	\$3,200.00	\$4,231.00	\$4,231.00	\$6,000.00	\$6,000.00
4	Traffic Control	LS	1	\$3,700.00	\$3,700.00	\$6,656.00	\$6,656.00	\$30,000.00	\$30,000.00
5	Clearing and Grubbing	LS	1	\$20,900.00	\$20,900.00	\$46,635.00	\$46,635.00	\$50,000.00	\$50,000.00
6	Water Pollution Control	LS	1	\$17,600.00	\$17,600.00	\$8,591.00	\$8,591.00	\$15,000.00	\$15,000.00
Subtotal					\$107,200.00		\$161,218.00		\$164,000.00
Base Bid - Site Improvements									
7	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10, G-11	SF	965	\$14.50	\$13,992.50	\$6.60	\$6,369.00	\$7.00	\$6,755.00
8	Construct Curb Ramp (All Types)	EACH	1	\$5,100.00	\$5,100.00	\$2,261.00	\$2,261.00	\$3,500.00	\$3,500.00
9	Construct 6" Curb per SDRSD G-1	LF	98	\$48.50	\$4,753.00	\$22.00	\$2,156.00	\$40.00	\$3,920.00
10	Construct 6" Curb and Gutter per SDRSD G-2	LF	220	\$40.00	\$8,800.00	\$30.00	\$6,600.00	\$30.00	\$6,600.00
11	Furnish and Install Composite Bender Board	LF	2447	\$10.00	\$24,470.00	\$8.00	\$19,576.00	\$10.00	\$24,470.00
12	Construct Asphalt Concrete Pavement	TON	40	\$280.00	\$11,200.00	\$266.00	\$10,640.00	\$240.00	\$9,600.00
13	Construction Crushed Aggregate Base	TON	110	\$65.00	\$7,150.00	\$58.00	\$6,380.00	\$40.00	\$4,400.00
14	Type II REAS, Plant Mix	GAL	240	\$26.00	\$6,240.00	\$70.50	\$16,920.00	\$10.00	\$2,400.00
15	Furnish and Install Ornamental Fence	LF	203	\$126.00	\$25,578.00	\$193.00	\$39,179.00	\$140.00	\$28,420.00
16	Furnish and Install Ornamental Fence Gate	EACH	2	\$3,100.00	\$6,200.00	\$1,792.00	\$3,584.00	\$2,200.00	\$4,400.00
17	Construct Chain Link Fence Double Gate	EACH	1	\$4,400.00	\$4,400.00	\$3,291.00	\$3,291.00	\$2,000.00	\$2,000.00
18	Refurbish and Relocate Existing Bollard	EACH	4	\$2,000.00	\$8,000.00	\$419.00	\$1,676.00	\$800.00	\$3,200.00

Bid Results for Paradise Creek Educational Park (CIP No. 16-08)

				Fordyce Construction, Inc. <i>Non-Responsive</i>		C.S. Legacy Construction, Inc.		PALM ENGINEERING CONSTRUCTION COMPANY, INC.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
19	Furnish and Install Picnic Tables	EACH	2	\$3,000.00	\$6,000.00	\$2,506.00	\$5,012.00	\$2,800.00	\$5,600.00
20	Construct Seven (7) Planter Boxes	LS	1	\$7,300.00	\$7,300.00	\$8,210.00	\$8,210.00	\$28,000.00	\$28,000.00
21	Furnish and Install Compost Bin	EACH	1	\$400.00	\$400.00	\$263.00	\$263.00	\$500.00	\$500.00
22	Furnish and Install Stabilized Decomposed Granite (4" Depth)	TON	100	\$110.00	\$11,000.00	\$68.00	\$6,800.00	\$160.00	\$16,000.00
23	Restore Existing Stabilized Decomposed Granite Paths (2" Depth)	TON	25	\$140.00	\$3,500.00	\$68.00	\$1,700.00	\$200.00	\$5,000.00
24	Furnish and Install Shed	EACH	1	\$2,000.00	\$2,000.00	\$4,592.00	\$4,592.00	\$2,500.00	\$2,500.00
25	Construct Outdoor Wash Bin with Greywater Infiltration System	LS	1	\$5,600.00	\$5,600.00	\$9,889.00	\$9,889.00	\$3,000.00	\$3,000.00
26	Furnish and Install Storage Bin	EACH	1	\$300.00	\$300.00	\$230.00	\$230.00	\$600.00	\$600.00
27	Furnish and Install Vertical Garden	EACH	2	\$800.00	\$1,600.00	\$1,035.00	\$2,070.00	\$1,800.00	\$3,600.00
28	Furnish and Install Chalk Board	EACH	1	\$800.00	\$800.00	\$487.00	\$487.00	\$800.00	\$800.00
29	Furnish and Install Permeable Pavers	SF	1410	\$17.00	\$23,970.00	\$11.00	\$15,510.00	\$16.00	\$22,560.00
30	Construct Raised Deck	LS	1	\$37,900.00	\$37,900.00	\$37,388.00	\$37,388.00	\$50,000.00	\$50,000.00
31	Furnish and Install Shade Sail	LS	1	\$5,400.00	\$5,400.00	\$10,791.00	\$10,791.00	\$15,000.00	\$15,000.00
32	Construct Shade Sail Supports	EACH	3	\$2,300.00	\$6,900.00	\$2,320.00	\$6,960.00	\$1,500.00	\$4,500.00
33	Construct Concrete Header Curb	LF	405	\$30.00	\$12,150.00	\$24.00	\$9,720.00	\$28.00	\$11,340.00
34	Furnish and Install Modified Curb Outlet Type A per SDRSD D-25	EACH	1	\$14,300.00	\$14,300.00	\$8,323.00	\$8,323.00	\$2,500.00	\$2,500.00
				Subtotal	\$265,003.50		\$246,577.00		\$271,165.00
Base Bid - Landscaping									
35	Landscaping	LS	1	\$97,000.00	\$97,000.00	\$41,360.00	\$41,360.00	\$60,000.00	\$60,000.00
36	Landscape 6 month Maintenance Period	LS	1	\$9,100.00	\$9,100.00	\$22,137.00	\$22,137.00	\$6,000.00	\$6,000.00
37	Irrigation	LS	1	\$66,000.00	\$66,000.00	\$42,216.00	\$42,216.00	\$27,000.00	\$27,000.00
				Subtotal	\$172,100.00		\$105,713.00		\$93,000.00

Bid Results for Paradise Creek Educational Park (CIP No. 16-08)									
				Fordyce Construction, Inc. <i>Non-Responsive</i>		C.S. Legacy Construction, Inc.		PALM ENGINEERING CONSTRUCTION COMPANY, INC.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Base Bid - Drainage Improvements									
38	Construct Vegetated Bioretention Basin with 4" Perforated Pipe	SF	1200	\$19.00	\$22,800.00	\$31.41	\$37,692.00	\$35.00	\$42,000.00
39	Construct Bioswale	SF	400	\$21.00	\$8,400.00	\$29.57	\$11,828.00	\$33.00	\$13,200.00
40	Construct Concrete Lug per SDRSD D-63	EACH	1	\$900.00	\$900.00	\$3,515.00	\$3,515.00	\$1,000.00	\$1,000.00
				Subtotal	\$32,100.00		\$53,035.00		\$56,200.00
Base Bid - Earthwork									
41	Unclassified Excavation	LS	1	\$38,300.00	\$38,300.00	\$12,578.00	\$12,578.00	\$30,000.00	\$30,000.00
42	Removal, disposal, and replacement of unsuitable material	CY	50	\$80.00	\$4,000.00	\$226.00	\$11,300.00	\$100.00	\$5,000.00
				Subtotal	\$42,300.00		\$23,878.00		\$35,000.00
Additive Bid									
43	Communications, Fiber, and Camera System	LS	1	\$5,700.00	\$5,700.00	\$57,341.00	\$57,341.00	\$61,000.00	\$61,000.00
44	Lighting and Electrical	LS	1	\$96,400.00	\$96,400.00	\$107,704.00	\$107,704.00	\$100,000.00	\$100,000.00
45	Construct Modified Catch Basin - Type F	EACH	1	\$23,700.00	\$23,700.00	\$13,023.00	\$13,023.00	\$12,000.00	\$12,000.00
46	Furnish and Install 6' High Chain Link Swing Gate per SDRSD M-5 (L=7')	EACH	1	\$1,400.00	\$1,400.00	\$1,058.00	\$1,058.00	\$1,500.00	\$1,500.00
47	Furnish and Install 6' High Chain Link Swing Gate per SDRSD M-5 (L=12')	EACH	1	\$2,300.00	\$2,300.00	\$1,881.00	\$1,881.00	\$2,400.00	\$2,400.00
48	Furnish and Install 6' High Chain Link Fence per SDRSD M-6	LF	29	\$57.00	\$1,653.00	\$196.00	\$5,684.00	\$52.00	\$1,508.00
49	Construct Concrete Driveway per SDRSD G-14B	SF	16	\$445.00	\$7,120.00	\$11.00	\$176.00	\$20.00	\$320.00
				Additive Bid Subtotal	\$138,273.00		\$186,867.00		\$178,728.00

Bid Results for Paradise Creek Educational Park (CIP No. 16-08)									
				Fordyce Construction, Inc. <i>Non-Responsive</i>		C.S. Legacy Construction, Inc.		PALM ENGINEERING CONSTRUCTION COMPANY, INC.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Summary of Award									
Base Bid									
Base Bid - General					\$107,200.00		\$161,218.00		\$164,000.00
Base Bid - Site Improvements					\$265,003.50		\$246,577.00		\$271,165.00
Base Bid - Landscaping					\$172,100.00		\$105,713.00		\$93,000.00
Base Bid - Drainage Improvements					\$32,100.00		\$53,035.00		\$56,200.00
Base Bid - Earthwork					\$42,300.00		\$23,878.00		\$35,000.00
Combined Base Bid					\$618,703.50		\$590,421.00		\$619,365.00
Combined Base Bid Awarded					\$618,703.50		\$590,421.00		\$619,365.00
Additive Bid									
Communications, Fiber, and Camera System					\$5,700.00		\$57,341.00		\$61,000.00
Lighting and Electrical					\$96,400.00		\$107,704.00		\$100,000.00
Construct Modified Catch Basin					\$23,700.00		\$13,023.00		\$12,000.00
Furnish and Install 6' High Chain Link Swing Gate					\$1,400.00		\$1,058.00		\$1,500.00
Furnish and Install 6' High Chain Link Swing Gate					\$2,300.00		\$1,881.00		\$2,400.00
Furnish and Install 6' High Chain Link Fence					\$1,653.00		\$5,684.00		\$1,508.00
Construct Concrete Driveway					\$7,120.00		\$176.00		\$320.00
Additive Bid Total					\$138,273.00		\$186,867.00		\$178,728.00
Additive Bid Awarded*					\$36,173.00		\$21,822.00		\$17,728.00
Grand Total (Combined Base Bid plus Additive Bid Total)					\$756,976.50		\$777,288.00		\$798,093.00
Grand Total Awarded (Combined Base Bid Awarded plus Additive Bid Total)					\$654,876.50		\$612,243.00		\$637,093.00
*Additive Bids Awarded include Additive Bid Line Item #'s 77, 78, 79, 80, 81									

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the transfer of certain Real Property from the City of National City to the Community Development Commission-Housing Authority of the City of National City consisting of portions of Hoo

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City approving the transfer of certain Real Property from the City of National City to the Community Development Commission-Housing Authority of the City of National City consisting of portions of Hoover Avenue and Harding Avenue previously vacated by City Council Resolution 2013-83 for the Westside Infill Transit Oriented Development.

PREPARED BY: Carlos Aguirre, Housing & Economic Development Manager

DEPARTMENT: Housing & Economic Dev.

APPROVED BY: _____

PHONE: (619) 336-4391

EXPLANATION:

The City of National City vacated portions of Hoover Avenue and Harding Ave for the development of 201 affordable housing units of the Westside Infill Transit Oriented Development. The street vacation approved by City Council by Resolution 2013-83 was not included in the legal description that transferred the property to the Community Development Commission-Housing Authority in August 2013. The grant deed attached would perfect the transfer of title from the City to the CDC-HA as previously intended by Resolution 2013-83 adopted on June 18, 2013 (Attachment No. 1).

FINANCIAL STATEMENT:

ACCOUNT NO. _____

Not applicable.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Not applicable.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution 2013-83
2. Grant Deed
3. Resolution

RESOLUTION NO. 2013 – 83

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
VACATING PORTIONS OF HOOVER AVENUE AND HARDING AVENUE
FOR THE WESTSIDE INFILL TRANSIT ORIENTED DEVELOPMENT, AND
AUTHORIZING THE MAYOR TO EXECUTE AN ORDER OF VACATION
FOR SAID PORTIONS OF STREETS
APPLICANT: PARADISE CREEK HOUSING PARTNERS, LP
CASE FILE NO. 2012-04 LS, SC**

WHEREAS, application was made requesting to vacate and close the westerly 14 feet (approximately) of the right of way of Hoover Avenue between 22nd Street and Paradise Creek, more particularly described in Exhibit "A-Hoover", attached hereto and incorporated herein as though set forth in full; and

WHEREAS, application was made requesting to vacate and close the eastern half of the right of way of Harding Avenue between 22nd Street and Paradise Creek, more particularly described in Exhibit "A-Harding", attached hereto and incorporated herein as though set forth in full; and

WHEREAS, on May 15, 2012, the City Council conducted a hearing and initiated the said proposed vacations and closures of portions of Hoover Avenue and Harding Avenue; and

WHEREAS, the City Engineer has caused notice of said proposed vacations and closures to be posted in the manner specified by law; and

WHEREAS, on May 21, 2012, the Planning Commission considered the said proposed vacations and closures, and found and determined that the vacations and closures conform with the City's adopted General Plan; and

WHEREAS, on August 21, 2012, the City Council considered the Planning Commission's report and recommendation and the presentation of staff regarding the proposed vacations and closures; and

WHEREAS, all things and acts necessary to be done as required by Part 3 of Division 9 of the California Streets and Highways Code in order to abandon said streets have been done and accomplished; and

WHEREAS, a public hearing was held on August 21, 2012 in the City Council Chamber, at which time all persons interested in or objecting to the proposed vacations and closures were afforded the opportunity to appear and be heard; and

WHEREAS, at said hearing, the City Council found, from all evidence submitted, that said portions of streets proposed to be vacated and closed are unnecessary for present or future public use or for present or future installation of utilities; and

WHEREAS, the City Council at said hearing further found that said proposed vacations and closures are in conformity with the adopted General Plan; and

**Resolution No. 2013 –
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves said street vacations based on the following findings:

1. That the portions of the public rights-of way proposed to be vacated are unnecessary for present or future public use, since all of the properties abutting the areas proposed to be vacated are owned by the City, which intends to redevelop the subject properties, and access to subject properties will continue to be provided by the adjacent streets.
2. That the proposed vacation of the portion of the right-of-way for Hoover Avenue is consistent with the City's General Plan since the Westside Specific Plan identifies this segment of Hoover Avenue as a local street and as a residential/mixed-use corridor with the goals to buffer pedestrians from vehicles; encourage walking, biking, and transit use; and reduce vehicle speeds through traffic calming measures that include narrowing roadway widths and widening sidewalks.
3. That the proposed vacation of the portion of the right-of-way for Harding Avenue is consistent with the City's General Plan since the Westside Specific Plan includes a buildout circulation network that eliminates the segment of Harding Avenue north of 22nd Street and south of 20th Street to accommodate the proposed park expansion as part of the Westside Infill Transit Oriented Development ("WI-TOD") project.
4. That the proposed vacations would allow for efficient and comprehensive redevelopment of underdeveloped and nonconforming properties.

BE IT FURTHER RESOLVED that the street vacations are approved subject to the following conditions:

1. The Certificate of Compliance for Parcel Map Waiver (2012-04 LS, SC) shall be recorded concurrently with the Orders of Vacation.
2. A preliminary title report and a policy of title insurance shall be provided prior to recordation of the Orders to Vacate.
3. The owner and developer shall provide easements for sewer and any other public utilities after vacation. All easements shall remain in place until the utilities have been removed or replaced.
4. The Resolution ordering vacation shall not be recorded until the above conditions have been satisfied.

BE IT FURTHER RESOLVED as follows:

1. That the Mayor and City Clerk are respectively authorized and directed to execute and attest Orders of Vacation of the above described portions of public rights-of-way.
2. That the vacation of the above-described portions of public rights-of-way to motorized vehicles is made under the authority of Division 9, Part 3, Chapter 3 of the California Streets and Highways Code.

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Page Three

3. That the rights-of-way to be vacated are not needed for present or future public use and/or for utility service, since the properties abutting the street under consideration will continue to have access to public streets and utilities.
4. That the area to be vacated is not required as a non-motorized transportation facility for pedestrians, bicyclists, or equestrians, and adjacent streets will allow for the same through travel.
5. That the vacation of the proposed segments of rights-of-way is consistent with the City's General Plan since the area will continue to provide access and emergency access to the area.
6. That the City Clerk is hereby authorized and directed to cause certified copies of subject orders to be recorded in the office of the County Recorder of San Diego County, pursuant to Section 8325 of the California Streets and Highways Code.
7. That from and after the date that this Resolution is recorded, the above-described portions of public rights-of-way no longer constitute a street, except as reserved and excepted herein.

PASSED and ADOPTED this 18th day of June, 2013.



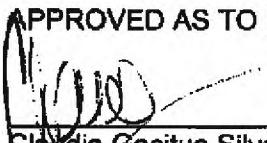
Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Claudia Gacitua Silva
City Attorney

EXHIBIT A-Harding Attachment No. 1

A PORTION OF LOTS 7-10 OF BLOCK 107 IN NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF HARDING AVENUE AND 22ND STREET; THENCE NORTHERLY ALONG THE CENTERLINE OF HARDING AVENUE NORTH 17°48'28" WEST 40.00 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF 22ND STREET; THENCE EASTERLY ALONG SAID RIGHT OF WAY 1.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY 39.00 FEET TO A POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF HARDING AVENUE HAVING A HALF RIGHT OF WAY WIDTH OF 40.00 FEET AND THE NORTHERLY RIGHT OF WAY OF 22ND STREET HAVING A HALF RIGHT OF WAY WIDTH OF 40.00'; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF HARDING AVENUE NORTH 17°48'28" WEST 74.46 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 20°04'26" WEST 63.51 FEET; THENCE SOUTH 17°48'28" EAST 24.27' TO THE TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" SHEET 2 FOR A SKETCH DEPICTING DESCRIBED PROPERTY.

CONTAINS 1,825 SQ. FT. OR 0.04 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF 22ND ST PER EJ CHRISTMAN BUSINESS AND INDUSTRIAL PARK I MAP NO 8038 AS SHOWN AS NORTH 72°16'45" EASE.

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520 DATE
LICENSE EXP. 06/30/2014



EXH. B SHEET 1 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN

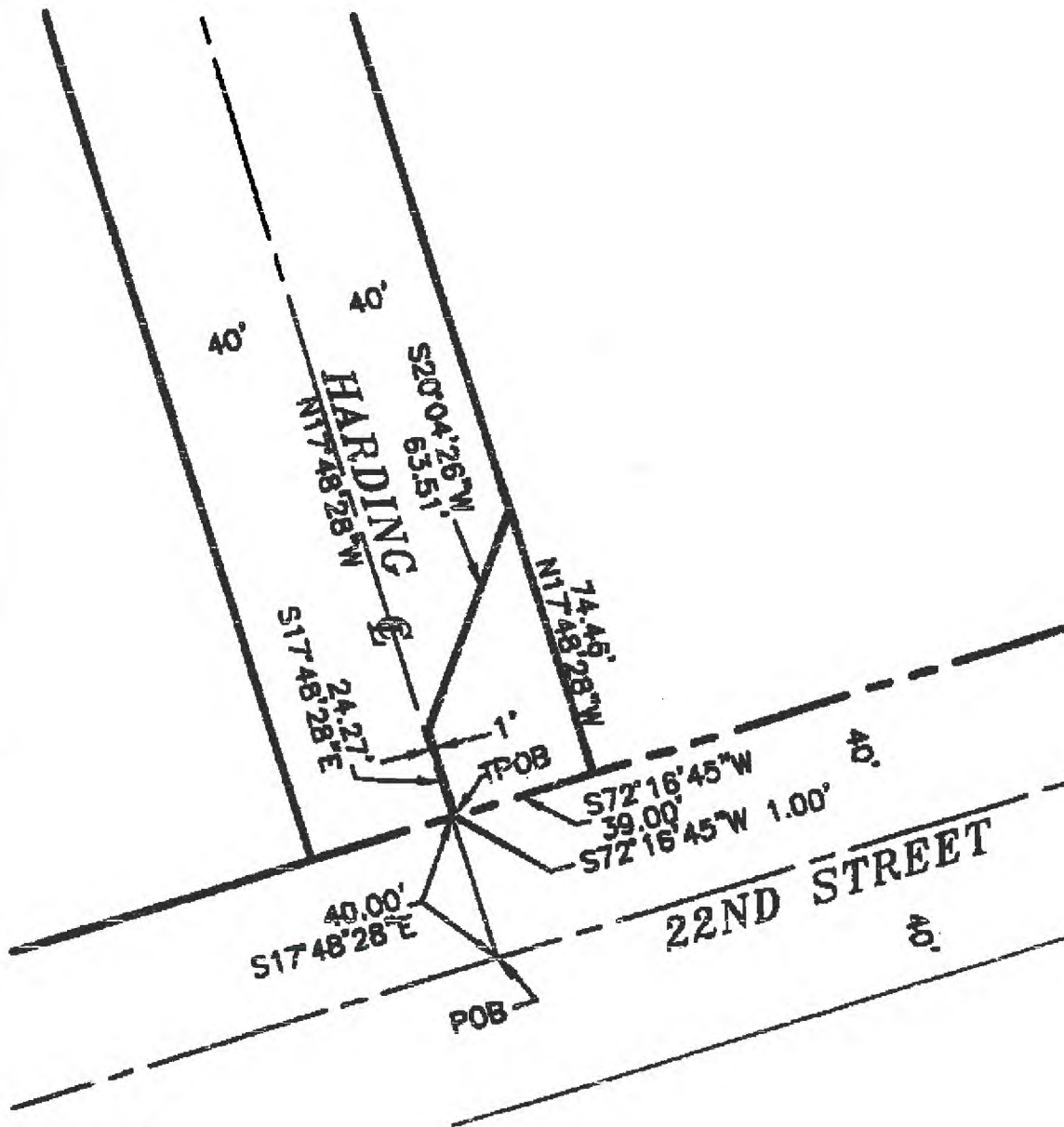


27158 BURBANK
FOOTHILL RANCH,
CALIFORNIA 92610
T. 949.916.3800
F. 949.916.3805
WWW.CVC-INC.NET

STREET VACATION
PORTION OF HARDING AVENUE

SHEET 1 OF 2

EXHIBIT A-Harding Attachment No. 1



SCALE: 1" = 50'

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520
LICENSE EXP. 06/30/2014

DATE



EXH. B SHEET 2 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN



CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING

27156 BURBANK
FOOTHILL RANCH,
CALIFORNIA 92810
T. 949.916.3800
F. 949.916.3805
WWW.CVC-INC.NET

STREET VACATION
PORTION OF HARDING AVENUE
SHEET 2 OF 2

EXHIBIT A-Hoover

Attachment No. 1

A PORTION OF LOTS 13-2 OF BLOCK 86 AND LOTS 13-20 OF LOCK 85 AND LOTS 13-17 OF BLOCK 84 IN NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF 21ST STREET AND HOOVER AVENUE; THENCE SOUTH 72°14'18" WEST 25.21 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 17°45'42" EAST 263.41 FEET TO A CONCAVE CURVE WESTERLY WITH A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°02'26" AN ARC DISTANCE OF 42.43 FEET; THENCE LEAVING SAID CURVE SOUTH 72°16'45" WEST 24.27 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°55'20" AN ARC DISTANCE OF 27.20 FEET TO A TANGENT COMPOUND CURVE CONCAVE WESTERLY WITH A RADIUS OF 760.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°04'44" AN ARC DISTANCE OF 80.41 FEET; THENCE LEAVING SAID CURVE NORTH 17°47'56" WEST 598.21 FEET ALONG THE WESTERLY RIGHT OF WAY OF HOOVER AVENUE HAVING A HALF RIGHT OF WAY WIDTH OF 40.00 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 72°04'38" EAST 13.71 FEET; THENCE SOUTH 17°48'25" EAST 482.71 FEET; THENCE NORTH 71°08'38" EAST 1.09 FEET TO THE TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" SHEET 2 FOR A SKETCH DEPICTING DESCRIBED PROPERTY.

CONTAINS 12,013 SQ. FT. OR 0.28 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF 22ND ST PER EJ CHRISTMAN BUSINESS AND INDUSTRIAL PARK I MAP NO 8038 AS SHOWN AS NORTH 72°16'45" EASE.

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520
LICENSE EXP. 06/30/2014

DATE



EXH. B SHEET 1 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN



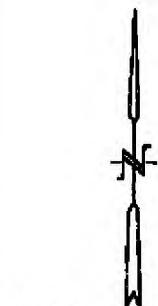
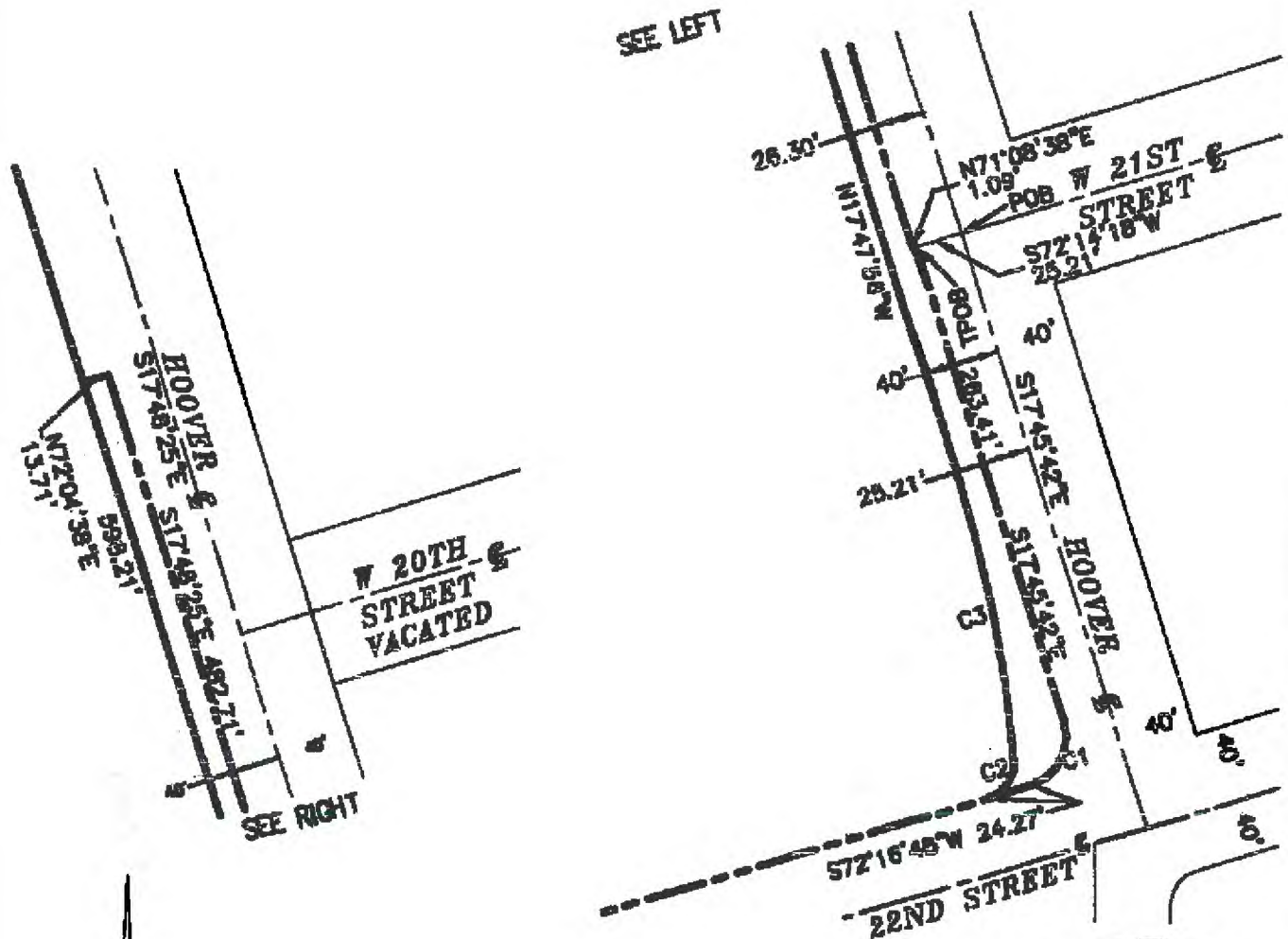
27158 BURBANK
FOOTHILL RANCH,
CALIFORNIA 92810
T. 949.916.3800
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WWW.CVC-INC.NET

STREET VACATION
PORTION OF HOOVER AVENUE

SHEET 1 OF 2

EXHIBIT A-Hoover Attachment No. 1

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TAN
C1	42.43	27.00	90°02'26"	27.02
C2	27.20	20.00	77°55'20"	16.17
C3	160.22	760.00	12°04'44"	80.41



SCALE: 1" = 50'

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520
LICENSE EXP. 06/30/2014

DATE



EXH. B SHEET 2 OF 2

BY: DSK

DATE: 6-31-12

SCALE: AS SHOWN

C&V
CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING

27156 BURBANK
FOOTHILL RANCH,
CALIFORNIA 92610
T. 949.916.3800
F. 949.916.3805
WWW.CVC-INC.NET

STREET VACATION
PORTION OF HOOVER AVENUE
SHEET 2 OF 2

Passed and adopted by the Council of the City of National City, California, on June 18, 2013 by the following vote, to-wit:

Ayes: Councilmembers Cano, Morrison, Natividad, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California



Richard P. Hall
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2013-83 of the City of National City, California, passed and adopted by the Council of said City on June 18, 2013.

City Clerk of the City of National City, California

By: _____
Deputy

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 1117014676

APN: 560-391-12 & 559-124-08

When Recorded Mail Document and Tax Statements to:

CDC-Housing Authority of the City of National City
 140 E 12th Street
 National City, CA 91950

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00 R&T 11911 - Deed to governmental agency. This deed is recorded to establish the vacation legal description pursuant to a Resolution Authorizing an Order of Vacation recorded June 17, 2014, document number 2014-250448

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of National City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 City of National City

hereby GRANT(S) to

Community Development Commission-Housing Authority of the City of National City, a public body, corporate and politic

that property in City of National City, San Diego County, State of California, described as:

See "Exhibit A" attached hereto and made a part hereof.

Date: _____

City of National City

By: _____
 Ron Morrison, Mayor

Approved as to form:

By: _____
 Claudia Gacitua Silva, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
 County of _____

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____
 (Typed or Printed)

(Seal)

The following page(s) contain the backup material for Agenda Item: Warrant Register #6 for the period of 08/03/16 through 08/09/16 in the amount of \$341,784.95. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #6 for the period of 08/03/16 through 08/09/16 in the amount of \$341,784.95.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/03/16 through 08/09/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	324805	95,395.46	Gas & Electric Utilities

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$341,784.95

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$341,784.95

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #6



WARRANT REGISTER #6
8/9/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
U S BANK	CREDIT CARD EXPENSES / PD	324755	8/9/16	8,281.92
ACADEMI TRAINING CENTER LLC	FLAT RANGE USE / PD	324756	8/9/16	400.00
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / FIRE	324757	8/9/16	381.50
ACME SAFETY & SUPPLY CORP	GRAF SHEETING / FIRE	324758	8/9/16	216.00
AETNA RESOURCES FOR LIVING	EMP ASSISTANCE PROGRAM / AUG 2016	324759	8/9/16	812.66
ALEXANDER'S LEGAL SEMINARS	LEGAL MANUAL UPDATE	324760	8/9/16	34.14
AMERICAN AWARDS	MISS NC PAGEANT TROPHIES/AWARDS	324761	8/9/16	126.44
AT&T MOBILITY	WIRELESS SERVICE / 06/06/16-07/05/16	324762	8/9/16	400.66
AUTO BEAUTY PRODUCTS	RED POLISH CAR SOAP / FIRE	324763	8/9/16	469.26
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES / PW	324764	8/9/16	331.56
CALIFA GROUP	EARLY LITERACY STATION / LIBRARY	324765	8/9/16	500.00
COX COMMUNICATIONS	INTERNET SERVICE / JUNE 2016	324767	8/9/16	348.00
CSAC EXCESS INS AUTHORITY	EXCESS WC INSURANCE	324768	8/9/16	335.00
CYNTHIA TITGEN CONSULTING INC	RISK MANAGEMENT CONSULTANT SVCS	324769	8/9/16	2,750.00
D MAX ENGINEERING INC	T&A #90101; PROJECT SWQMP	324770	8/9/16	745.00
DELL MARKETING L P	DELL SFP+ GBIC OPTICS SR / MIS	324771	8/9/16	752.23
DIVISION OF THE STATE	DISABILITY ACCESS/EDUCATION FUND	324772	8/9/16	745.80
DIVISION OF THE STATE	DISABILITY ACCESS/EDUCATION FUND	324773	8/9/16	140.40
DURON, C	REIMB: STRIKE TEAM CHARGE	324774	8/9/16	33.70
ESGIL CORPORATION	PLAN CHECK SVCS & INSPECTIONS/ BLDG	324775	8/9/16	1,120.50
FEDEX	EXPRESS SHIPMENT / HOUSING	324776	8/9/16	53.70
FIRE ETC	SWINGOUT VALVE 1.5" / FIRE	324777	8/9/16	902.52
GROSSMAN PSYCHOLOGICAL	PRE-EMP PSYCHOLOGICAL EVALS / PD	324778	8/9/16	1,650.00
HANDY METAL MART	1/8" X 48" X 120" ALUMINUM PLATE / FIRE	324779	8/9/16	499.99
HARSH DESAI	REFUND: PERMIT 71418; 1125 E PLAZA BLVD	324780	8/9/16	9,332.37
HAVS	HAVS AUDIO/VIDEO TROUBLESHOOTING / MIS	324781	8/9/16	220.00
HEALTH NET	HEALTH INS N5992F / AUG 2016	324782	8/9/16	651.54
HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE TO SYSTEM	324783	8/9/16	7,354.89
JEROME'S FURNITURE	SOFA / SENIOR CENTER	324784	8/9/16	591.38
KAISER FOUNDATION HEALTH PLANS	RETIREE'S INSURANCE / AUG 2016	324785	8/9/16	21,209.57
KONE	ELEVATOR MAINTENANCE / PW	324786	8/9/16	3,639.13
LASER SAVER INC	MOP 45725 INK CARTRIDGES / FIRE	324787	8/9/16	109.87
LEAGUE OF CALIFORNIA CITIES	REGISTRATION: WORKSHOP / MENDIVIL	324788	8/9/16	195.00
MARLO'S AUTO SPECIALTIES	REPAIR RIGHT CARGO BOX / PW	324789	8/9/16	750.00
METRO FIRE & SAFETY	BREAKAWAY LOCK / PW	324790	8/9/16	388.00
MILE OF CARS ASSOCIATION	FY16 APPORTIONMENTS #10,11 & 12	324791	8/9/16	39,553.50
MOTOR COP SHOP, INC.	CT LE HELMET BLK/WHT H MED / POLICE	324792	8/9/16	785.00
OFFICE SOLUTIONS BUSINESS	STACK CHAIRS W/SUPPORT / COMM SVCS	324793	8/9/16	1,509.60
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	324794	8/9/16	498.23
PECK, B	REIMB: VEHICLE RENTAL DALLAS FUNERAL / PD	324795	8/9/16	433.08
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC / NSD	324796	8/9/16	102.16
PUBLIC SAFETY PEER	TUITION: PUBLIC SAFETY CONFERENCE/PD	324797	8/9/16	2,070.00
QUALA TEL ENTERPRISES	REPAIR SIGTRONIC HEADSETS / FIRE	324798	8/9/16	353.71
QUIROGA, R	SUBSISTENCE: K9 TRIALS / PD	324799	8/9/16	244.58
RESCUE ESSENTIALS	NAR MEDIC TRAUMA PACK / PD	324800	8/9/16	1,372.67
RODRIGUEZ, M	REIMB: POLICING BRIEFING / PD	324801	8/9/16	1,384.95
SAN DIEGO AREA CHAPTER OF ICC	TUITION: IBC SIGNIFICANT CHANGES/FIRE	324802	8/9/16	200.00
SAN DIEGO REGIONAL COMPUTER	FY 2016 INVESTIGATIVE SERVICE FEE	324803	8/9/16	12,000.00
SD COUNTY POLICE CHIEF'S ASSOCIATION	MEMBERSHIP F	324804	8/9/16	350.00



**WARRANT REGISTER #6
8/9/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SDG&E	GAS & ELECTRIC UTILITIES	324805	8/9/16	95,395.46
SHRED IT USA	RECORDS PURGE SVC / JUNE 2016	324806	8/9/16	185.90
SILVERADO AVIONICS	BK VHF 500 CHANNEL PORTABLE RADIO / FIRE	324807	8/9/16	3,406.61
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARDS / PD	324808	8/9/16	111.18
SOUTH BAY COMMUNITY SERVICES	FY 2014-2015 HOME TBRA PROGRAM	324809	8/9/16	16,863.00
SOUTH BAY FENCE INC	CITY WIDE ON SITE FENCE INSTALLATION	324810	8/9/16	4,995.00
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE / JUNE 2016	324811	8/9/16	32,657.27
SPARKLETTS	WATER - COUNCIL	324812	8/9/16	2.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / COUNCIL	324813	8/9/16	1,510.71
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	324815	8/9/16	32,931.20
SYMBOLARTS, LLC	COIN 1.75" NATIONAL CITY PD BADGE VALUES	324816	8/9/16	1,725.00
THE COUNSELING TEAM	MONTHLY SVC FEE - JUNE 2016	324817	8/9/16	800.00
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS / PW	324818	8/9/16	263.45
TIERRA WEST ADVISORS INC	PROFESSIONAL SERVICES / PLANNING	324819	8/9/16	5,229.16
TRITECH SOFTWARE SYSTEMS	TUITION: INFORM CAD SYS ADMIN / PD	324820	8/9/16	1,450.00
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	324821	8/9/16	425.00
V & V MANUFACTURING	EMPLOYEE RECOGNITION ANNIVERSARY PINS	324822	8/9/16	2,591.20
VERIZON WIRELESS	CELLULAR SERVICE / 6/5/16 - 7/04/16	324823	8/9/16	866.02
VISION INTERNET PROVIDERS	INTRANET W/RESPONSIVE DESIGN / MIS	324824	8/9/16	9,477.50
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	324825	8/9/16	2,323.54
POWER PLUS	EQUIPMENT RENTAL / S A	324826	8/9/16	390.00
THE HOME DEPOT CREDIT SERVICES	CHAINLINK FABRIC / S A	324827	8/9/16	855.54

A/P Total **341,784.95**

GRAND TOTAL

\$ 341,784.95

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF SEPTEMBER, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #7 for the period of 08/10/16 through 08/16/16 in the amount of \$1,953,065.30. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #7 for the period of 08/10/16 through 08/16/16 in the amount of \$1,953,065.30.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY:

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/10/16 through 08/16/16.
Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Public Emp Ret System	8102016	437,676.37	Service Period 07/19/2016 – 08/01/16

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$1,953,065.30

APPROVED:

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,953,065.30

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #7



WARRANT REGISTER #7
8/16/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ADVANCED EXERCISE EQUIPMENT	GYM EQUIPMENT FOR POLICE DEPARTMENT	324828	8/16/16	43,999.24
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	324829	8/16/16	2,899.01
ALL THE KINGS FLAGS	CITY WIDE FLAGS, ACCESSORIES & POLES	324830	8/16/16	411.80
AMERICAN PLANNING ASSOCIATION	RENEWAL: MEMBERSHIP / B RAULSTON	324831	8/16/16	485.00
BAVENCOFF JR, D	EDUCATIONAL REIMBURSEMENT	324832	8/16/16	1,070.42
BEHAVIOR ANALYSIS	TUITION: INVESTIGATIVE INTERVIEW / PD	324833	8/16/16	481.00
BEST BEST & KRIEGER ATTNY LAW	LEGAL / PERSONNEL ISSUES	324834	8/16/16	222.30
BEVERIDGE, M	REIMB: LAMBS PLAYHOUSE DEMOLITION	324835	8/16/16	49.00
BOOT WORLD	MOP#64096 WEARING APPAREL	324836	8/16/16	616.62
BPI PLUMBING	CITY WIDE PLUMBING AND BACKFLOW SVCS	324837	8/16/16	466.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 FACILITIES SUPPLIES	324838	8/16/16	287.11
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 SUPPLIES / PW	324839	8/16/16	165.48
CAMEON, C	EDUCATIONAL REIMBURSEMENT	324840	8/16/16	500.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / JUNE 2016	324841	8/16/16	253.21
CLF WAREHOUSE	SEC WATER FUEL / PW	324842	8/16/16	852.19
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL SUPPLIES FOR POOL	324843	8/16/16	2,753.02
COX COMMUNICATIONS	COX DATA SERVICES 07/10 - 08/09/16	324844	8/16/16	70.75
CULLIGAN	WATERSOFTNER FOR DISHWASHER / NUTRITION	324845	8/16/16	15.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324846	8/16/16	5,255.75
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324847	8/16/16	1,164.88
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324848	8/16/16	1,050.79
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324849	8/16/16	346.88
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324850	8/16/16	156.00
DANIELS TIRE SERVICE	TIRES 98W S2 / PW	324851	8/16/16	5,998.49
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT TEST	324852	8/16/16	320.00
D-MAX ENGINEERING	STORM WATER SERVICE 2015-2016	324853	8/16/16	38,758.92
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET SVC AND MAINT / PW	324854	8/16/16	14,516.51
ESPIRITU, D	SUBSISTENCE: POST COMMAND / PD	324855	8/16/16	780.00
FEDEX	EXPRESS SHIPMENT / ENG	324856	8/16/16	55.11
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES / PW	324857	8/16/16	85.45
GRAINGER	MOP#65179 SUPPLIES / PW	324858	8/16/16	198.93
HARRIS & ASSOCIATES	GROUP 1 SEWER PROJECT	324859	8/16/16	29,505.25
HAWTHORNE MACHINERY	CUTTING EDGE / PW	324860	8/16/16	861.47
HEALTH NET	HEALTH INS N5992A / AUG 2016	324861	8/16/16	543.45
HONEYWELL INTERNATIONAL INC	CITY WIDE HVAC MAINTENANCE / PW	324862	8/16/16	30,390.00
KONICA MINOLTA	COPIER EQUIP LEASE / JUNE 2016	324863	8/16/16	4,335.38
LASER SAVER INC	MOP 45725 TONER / MIS	324864	8/16/16	414.09
LONG, D	SUBSISTENCE: INVESTIGATIVE INTERVIEW / PD	324865	8/16/16	683.65
LUNA, F	REFUND: T&A #90155/90156; 504 I AVE	324866	8/16/16	1,470.93
MANNING & KASS	LIABILITY CLAIM COSTS	324867	8/16/16	52.50
MASON'S SAW	MOP#45729 SUPPLIES / PARKS	324868	8/16/16	358.96
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE / JUNE 2016 / CSD	324869	8/16/16	4,848.75
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / PW	324870	8/16/16	1,175.92
NATIONAL CITY AUTO TRIM	MOP#72441 AUTO PARTS / PW	324871	8/16/16	75.00
NATIONAL CITY TROPHY	MOP#66556 BUILDING SUPPLIES / PW	324872	8/16/16	183.94
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / PW	324873	8/16/16	91.74
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	324874	8/16/16	587.46
PCS MOBILE	CF-3114632CM; WIN7, WIN8.1 PRO COA/PD	324875	8/16/16	8,678.04
PENSKE FORD	MOP#49078 AU	324876	8/16/16	330.60



WARRANT REGISTER #7

8/16/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PERRY FORD	R & M CITY VEHICLES FOR FY 2017	324877	8/16/16	713.13
PLAZA SQUARE LTD	SETTLEMENT	324878	8/16/16	1,500.00
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / PW	324879	8/16/16	92.54
PRO BUILD	MOP#45707 SUPPLIES / NSD	324880	8/16/16	2,874.49
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICE / NUTRITION	324881	8/16/16	92.00
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PARKS	324882	8/16/16	779.33
RIBBONS GALORE	CUSTOM FLAT RIBBON / CSD	324883	8/16/16	160.71
RICK ALBA APPRAISAL SERVICE	LIABILITY CLAIM COSTS	324884	8/16/16	125.00
RTAC RHINO TRUCK	SNUGTOP SUPER SPORT SHELL / PW	324885	8/16/16	5,733.92
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST - JUNE 2016	324886	8/16/16	20.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO PARTS / PW	324887	8/16/16	153.00
SAN DIEGO FRICTION PRODUCTS	MOP#8033 AUTO PARTS / PW	324888	8/16/16	141.44
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC SVCS / NUTRITION	324889	8/16/16	190.52
SAN DIEGO UNION TRIBUNE	PARADISE CREEK CLASSIFIED LISTING	324890	8/16/16	456.60
SASI	FLEXIBLE SPENDING 20 PARTICIPANTS	324891	8/16/16	270.00
SCANLON, D	SUBSISTENCE: DUI SEMINAR SFST / PD	324892	8/16/16	640.00
SCS ENGINEERS	WELL DESTRUCTION PROJECT AT POLICE DEPT	324893	8/16/16	38,241.90
SCST INC	PLAZA AND N AVE PROJECT	324894	8/16/16	6,850.50
SDG&E	GAS & ELECTRIC UTILITIES	324895	8/16/16	32,126.37
SEAPORT MEAT COMPANY	MEAT / NUTRITION CENTER	324896	8/16/16	3,354.45
SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES / NSD	324897	8/16/16	205.74
SHERWIN WILLIAMS	MOP 77816 MISC SUPPLIES / NSD	324898	8/16/16	155.79
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 LANDSCAPE SUPPLY / PARKS	324899	8/16/16	1,443.48
SMART & FINAL	MOP 45756 MISC SUPPLIES / FIRE	324900	8/16/16	171.90
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARD IMPRINTS	324901	8/16/16	450.18
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	324902	8/16/16	52.73
SPARKLETTES	WATER / NUTRITION CENTER	324903	8/16/16	33.48
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / S8	324904	8/16/16	1,192.91
SUPERIOR READY MIX	TACK OIL, 3/8 SHEET AND COLD MIX / PW	324905	8/16/16	444.53
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	324906	8/16/16	9,507.29
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	324907	8/16/16	15,079.47
T MAN TRAFFIC SUPPLY	MOP#76666 PAINT / PW	324908	8/16/16	412.02
TELLEZ, J	REIMB: COLORADO MARIJUANA IMPACT / PW	324909	8/16/16	492.40
THE FOCUS GROUP	REFUND: T&A #90070; NC CHICKEN LLC	324910	8/16/16	17,266.67
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS / PW	324911	8/16/16	103.50
THOMSON REUTERS WEST	ON-LINE LEGAL RESEARCH / MAY 2016	324912	8/16/16	1,773.64
TOPECO PRODUCTS	MOP#63849 AUTO PARTS / PW	324913	8/16/16	6.21
TRUCK VAULT INC	Z-CUSTOM, CUSTOM VAULT / PW	324914	8/16/16	6,667.00
U S BANK	CREDIT CARD EXPENSES / FIRE	324915	8/16/16	1,243.72
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	324916	8/16/16	225.00
U S HEALTHWORKS	DOT EXAM	324917	8/16/16	81.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2017	324918	8/16/16	214.50
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	324919	8/16/16	1,210.85
VALLEY POWER SYSTEMS INC	PARTS - AUTOMOTIVE SUPPLIES / PW	324920	8/16/16	3,148.33
VISION SERVICE PLAN	VISION SVC PLAN (CA) / AUG 2016	324921	8/16/16	484.59
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	324922	8/16/16	531.61
VULCAN MATERIALS COMPANY	WASHED CONCRETE SAND / PW	324923	8/16/16	329.96
WAUSAU TILE INC	BENCH CONCRETE TABLE / CSD	324924	8/16/16	2,009.60
WAXIE SANITARY SUPPLY	MISCELLANEOUS SUPPLIES	324925	8/16/16	280.31



WARRANT REGISTER #7
8/16/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WESTFLEX INDUSTRIAL	MOP#63850 TRAFFIC SUPPLIES	324926	8/16/16	175.93
JUDD ELECTRIC	CITY WIDE ON SITE ELECTRICAL SERVICES / PW	324927	8/16/16	1,210.00
ABLE PATROL & GUARD	SECURITY GUARD SERVICES / LIBRARY	324928	8/16/16	2,985.00
BAKER & TAYLOR	BOOKS / LIBRARY	324929	8/16/16	1,994.90
BRODART CO	BOOK PROCESSING SUPPLIES / LIBRARY	324930	8/16/16	554.52
CALIFA GROUP	CALIFA MEMBERSHIP RENEWAL / LIBRARY	324931	8/16/16	400.00
NEWSBANK INC	WEB BASED ACCESS TO WORLD NEWS / LIBRARY	324932	8/16/16	4,630.00
STAPLES BUSINESS ADVANTAGE	MOP #45704 - SUPPLIES / LIBRARY	324933	8/16/16	61.02
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES / LIBRARY	324934	8/16/16	98.00
A/P Total				380,715.67
WIRED PAYMENTS				
EDD	UNEMPLOYMENT INS 4/01/16 - 6/30/16	35944	8/11/16	6,625.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET JULY 2016	165069	8/12/16	23,469.54
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE AUG 2016	512547	8/12/16	412.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/19/16 - 08/01/16	8102016	8/10/16	437,676.37
SECTION 8 HAPS	Start Date	End Date		
	8/10/2016	8/16/2016		16,275.58
PAYROLL				
Pay period	Start Date	End Date	Check Date	
17	8/2/2016	8/15/2016	8/24/2016	1,087,891.14
GRAND TOTAL				<u>\$1,953,065.30</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF SEPTEMBER, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #8 for the period of 08/17/16 through 08/23/16 in the amount of \$1,250,523.16. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #8 for the period of 08/17/16 through 08/23/16 in the amount of \$1,250,523.16.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/17/16 through 08/23/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
ARJIS	324943	66,562.00	ARJIS JPA Costs Utilization / PD
City of Chula Vista	324953	105,553.50	Animal Care Fees / PD
Dick Miller Inc	324963	204,322.50	Plaza Blvd & 14 th St Project
Haaker Equipment Co	324968	409,267.75	Vector 2110 Combination Sewer Cleaner
National City Chamber	324984	55,615.13	NC Tourism Marketing – June 2016
Western Rim Constructors	325013	162,151.34	Kimball & El Toyon Project

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$1,250,523.16

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,250,523.16

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #8



WARRANT REGISTER #8
8/23/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CALIFORNIA COMMERCIAL SECURITY	CITY-WIDE ON-SITE ELECTRONIC DOOR REPAIR	324935	8/22/16	189.23
CINTAS CORPORATION 694	UNIFORMS / NUTRITION CENTER	324936	8/23/16	2,469.55
REGIONAL TRAINING CENTER	CCMA ANNUAL FEES FY16/17	324938	8/23/16	2,250.00
ACME SAFETY & SUPPLY CORP	YELLOW CERAMIC DOTS / PW	324939	8/23/16	1,123.64
AFLAC	ACCT BDM36 SEPT 2016	324940	8/23/16	661.84
ALDEMCO	FOOD / NUTRITION CENTER	324941	8/23/16	13,041.67
ALPHA PROJECT FOR THE HOMELESS	EXPENSE REIMB OUTREACH / JUNE 2016	324942	8/23/16	10,000.00
ARJIS	ARJIS JPA COSTS UTILIZATION / PD	324943	8/23/16	66,562.00
AT&T	PHONE SERVICES / JUNE 2016	324944	8/23/16	28,158.50
AT&T	PHONE SERVICE / JULY 2016	324945	8/23/16	167.82
AT&T	ANNUAL PHONE SERVICE / JULY 2016	324946	8/23/16	38.25
AT&T MOBILITY	WIRELESS SERVICE / JUNE 2016	324947	8/23/16	2,267.70
BOOT WORLD	MOP 64096 / SAFETY BOOTS / NSD	324948	8/23/16	77.74
BROADWAY AUTO GLASS	MATERIAL - GLASS / PW	324949	8/23/16	218.00
CALIFA GROUP	LIBRARY CENIC BROADBAND INTERNET ACCESS	324950	8/23/16	4,641.36
CALIFORNIA ASSOCIATION OF	REGISTRATION: R SORIANO / NSD	324951	8/23/16	359.00
CARAVANTES, S	REIMB: LUNCHES FOR CERT MEMBERS	324952	8/23/16	29.48
CITY OF CHULA VISTA	ANIMAL CARE FEES / PD	324953	8/23/16	105,553.50
COAST INDUSTRIAL SYSTEMS	FLAT TIP / PW	324954	8/23/16	103.36
COUNTY OF SAN DIEGO	UNIFIED PROGRAM FACILITY PERMIT / ENG	324955	8/23/16	530.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - JULY 2016	324956	8/23/16	10,489.25
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS / JUN 20	324957	8/23/16	8,180.33
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / JULY 2016	324958	8/23/16	3,599.53
COX COMMUNICATIONS	COX DATA SERVICES / JULY 2016	324959	8/23/16	3,529.62
COX COMMUNICATIONS	COX DATA SERVICES / AUG 2016	324960	8/23/16	340.76
DATA TICKET INC	DATA TICKET APPEALS & ON-LINE ACCESS / NSD	324961	8/23/16	3,083.50
DAY WIRELESS SYSTEMS	MAINTENANCE SERVICE FEES / PD	324962	8/23/16	6,534.00
DICK MILLER INC	PLAZA BLVD & 14TH ST PROJECT	324963	8/23/16	204,322.50
E2 MANAGE TECH INC	2020 HOOVER UST PROJECT	324964	8/23/16	330.00
EXPERIAN	CREDIT CHECKS / POLICE DEPT	324965	8/23/16	93.90
GARCIA, B	REFUND: PARKING CITATION; NC2160423015	324966	8/23/16	50.00
GTC SYSTEMS INC	NETWORK ENGINEERING SUPPORT	324967	8/23/16	16,807.50
HAAKER EQUIPMENT COMPANY	VECTOR 2110 COMBINATION SEWER CLEANER	324968	8/23/16	409,267.75
HANDY METAL MART	PS STEEL FLAT BAR / PW	324969	8/23/16	26.60
HAPPY SOFTWARE INC	SOFTWARE SUPPORT RENEWAL / SEC 8	324970	8/23/16	10,403.00
HONEYWELL ANALYTICS INC	REPAIR SERVICE / FIRE	324971	8/23/16	650.00
INNOVATIVE CONSTRUCTION	PLAZA BLVD. & 14TH ST. PROJECT	324972	8/23/16	20,477.50
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE - ADJ REPORT / AUG 2016	324973	8/23/16	4,343.03
KALANKIEWICZ, C	REIMB: DUI SEMINAR / PD	324974	8/23/16	118.77
KTU&A	PLAZA BLVD. CONST. PROJECT	324975	8/23/16	761.25
LANGUAGE LINE SERVICES	LANGUAGE LINE INTERPRETATION SVC	324976	8/23/16	78.61
LASER SAVER INC	MOP 45725 INK CARTRIDGE / MIS	324977	8/23/16	468.60
MAN K9 INC	MONTHLY SERVICE FEE / JUL 2016	324978	8/23/16	1,560.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324979	8/23/16	56.00
MEGLA MANUFACTURING INC	WELDING WATER TRUCK ROOF RACK / PW	324980	8/23/16	2,430.00
MEYERS NAVE	SD UNIFIED PORT DISTRICT	324981	8/23/16	1,656.99
MOTOROLA SOLUTIONS INC	IMPRESS 6 UNIT BATTERY CHARGER / PW	324982	8/23/16	755.85
MTS	TROLLEY FLAGGER SERVICE / NSD	324983	8/23/16	94.64
NATIONAL CITY CHAMBER	NC TOURISM M	324984	8/23/16	55,615.13



**WARRANT REGISTER #8
8/23/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MATTHEWS, N	SUBSISTENCE: NARCOTICS INVESTIGATIONS	324985	8/23/16	1,280.00
PACIFIC HIGHWAY RENTALS LLC	STADIUM LIGHT TOWER RENTAL	324986	8/23/16	6,706.00
PACIFIC TELEMAGEMENT SERVICE	PAYPHONE SERVICES / JULY 2016	324987	8/23/16	156.00
PCS MOBILE	DVD MULTI DRIVE FOR CF31 MK3 / PD	324988	8/23/16	963.60
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC / NSD	324989	8/23/16	52.16
R J SAFETY SUPPLY	VEST CLASS 2 GREEN / PW	324990	8/23/16	87.09
RCP BLOCK & BRICK INC	STD ADOBE SLUMP / PW	324991	8/23/16	1,115.14
RODRIGUEZ, M	ADV LODGING / FBINAA CA CHAPTER TRAINER / PD	324992	8/23/16	730.00
S D COUNTY SHERIFF'S DEPT	RANGE USE FOR DEPARTMENT	324993	8/23/16	400.00
SAN DIEGO PET SUPPLY	MOP 45753 K-9 FOOD - PD	324994	8/23/16	735.86
SAN DIEGO POLICE EQUIPMENT	PB-PLATECARRIER / PD	324995	8/23/16	41,165.68
SHRED IT USA	SHREDDING SERVICES / JUL 2016	324996	8/23/16	92.95
SMART & FINAL	MOP 45756 MISC SUPPLIES / PD	324997	8/23/16	217.59
SORIANO, R	REIMB: CACEO SEMINAR / NSD	324998	8/23/16	351.70
SPECIALTY FIRE AND RESCUE	MASS TRANSIT RESCUE TRAINING / FIRE	324999	8/23/16	1,190.00
SPEEDPRO IMAGING	GRAPHICS / PW	325000	8/23/16	233.00
STAPLES BUSINESS ADVANTAGE	2 - 12 PAMPHLET / 6 MAGAZINE DISPLAY	325001	8/23/16	1,884.60
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES / MIS	325002	8/23/16	568.86
THE COUNSELING TEAM	EMP PEER SUPPORT SVC / MAY 2016	325003	8/23/16	800.00
THE SAN DIEGO UNION TRIBUNE	CLASSIFIED LISTING: SEWER LINE PROJECT	325004	8/23/16	546.20
TIERRA WEST ADVISORS INC	PROFESSIONAL SERVICES AGREEMENT	325005	8/23/16	8,658.33
U S BANK	CREDIT CARD EXPENSES / PD	325006	8/23/16	1,406.69
UNITED RENTALS	CUTTER ASPH / PW	325007	8/23/16	161.68
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL EMERGENCY VET CARE	325008	8/23/16	728.40
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE / PD	325009	8/23/16	970.49
VERIZON WIRELESS	CELLULAR SERVICE / JULY 2016	325010	8/23/16	11,420.37
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	325011	8/23/16	167.57
VULCAN MATERIALS COMPANY	3" CR ROCK / PW	325012	8/23/16	282.81
WESTERN RIM CONSTRUCTORS INC	KIMBALL & EL TOYON PROJECT	325013	8/23/16	162,151.34
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES / MIS	325014	8/23/16	68.25
Z A P MANUFACTURING INC	3M ROLL GOODS / PW	325015	8/23/16	663.55
			A/P Total	1,250,523.16
GRAND TOTAL				<u>\$ 1,250,523.16</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF SEPTEMBER, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City adding Chapter 2.62 to the National City Municipal Code pertaining to informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA). (Engineering/P

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

An Ordinance of the City Council of the City of National City adding Chapter 2.62 to the National City Municipal Code pertaining to informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) |

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4382

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☒ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Introduce Ordinance adding Chapter 2.62 to the National City Municipal Code pertaining to informal bidding procedures under the California Uniform Public Construction Cost Accounting Act

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Ordinance

Explanation

The California Uniform Public Construction Cost Accounting Act was established in 1983 under California Public Contract Code §22000 et seq, to promote uniform bidding procedures and cost accounting standards for Public Works Projects. Public agency participation in the Act is voluntary. As of February 2016, 944 public agencies in California participate in the Act. The following cities in the San Diego Region currently participate in the Act: Coronado, Escondido, Imperial Beach, La Mesa, Carlsbad, Del Mar, Oceanside, Vista.

On April 5, 2016, staff provided a presentation to City Council on California Uniform Cost Accounting Procedures for Public Works Construction. The presentation highlighted the benefits of opting into the Act and steps required to implement uniform cost accounting procedures. The primary benefits include:

- Allows participating public agencies to expedite contracting for smaller public works projects;
- Increases informal bidding limits (currently up to \$175,000);
- Increases limits for work involving City forces (currently up to \$45,000);
- Establishes a list of qualified contractors to perform the work.

Agencies that do not wish to opt into the Act shall continue to adhere to current formal public bidding procedures for all projects over \$5,000.

At the conclusion of the presentation, staff addressed questions from City Council. Then, Council voted unanimously to direct staff to proceed with preparation of enabling ordinances and administrative policies required to implement California Uniform Cost Accounting Procedures for Public Works Construction.

Should Council decide to adopt the attached Ordinance at a subsequent City Council Meeting, staff would notify the State Controller's Office of the City's desire to "opt-in" to the Act, and submit a copy of the supporting Council Resolution. The Ordinance would take effect 30 days after City Council adoption.

ORDINANCE NO. 2016-_____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADDING CHAPTER 2.62 TO THE NATIONAL CITY MUNICIPAL CODE
PERTAINING TO INFORMAL BIDDING PROCEDURES UNDER
THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, before this Ordinance No. 2016-_____ the City of National City was subject to those competitive bidding requirements set forth in Public Contract Code section 20160, *et. seq.*; and

WHEREAS, Public Contract Code section 20160, *et. seq.* required the City of National City to engage in formal competitive bidding if the estimated cost of a public project exceeded \$5,000; and

WHEREAS, the Uniform Public Construction Cost Accounting Act ("Act"), found at Public Contract Code section 22021, *et. seq.* provides entities an alternative, informal competitive bidding process with larger dollar limits than Public Contract Code section 20160 *et. seq.*; and

WHEREAS, on April 5, 2016 the City Council of the City of National City directed city staff to move forward with research related to adoption of the Act; and

WHEREAS, on _____, 2016, the City Council approved Resolution _____ whereby the City elected to become subject to the Act, which provides for an alternative, less-formal procedure for the bidding of public works projects by public entities; and

WHEREAS, the Act requires public entities wishing to adopt this alternative procedure to enact an informal bidding ordinance as described in Public Contract Code section 22034.

NOW THEREFORE the City Council does ordain as follows:

Section 1

Chapter 2.62 of Title 2 of the Municipal Code of the City of National City is hereby added and shall read as follows:

Chapter 2.62 Alternative Bid Procedures for Public Projects

2.62.010	Purpose.
2.62.015	Definitions.
2.62.020	<u>Bid Limits and Applicable Procedures.</u>

2.62.030	<u>Less than Informal Bidding Procedures.</u>
2.62.040	<u>Informal Bid Procedures.</u>
2.62.050	Noticing and Award of Informal Bid Contracts.
2.62.060	Notices Inviting Formal Bids.
2.62.070	Plans & Specifications for Formal Bids.
2.62.080	Award; Rejection of Bids; Failure to Receive Bids.
2.62.090	Emergencies.

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2.62.010. Purpose.

The purpose of this chapter is to establish alternative competitive bidding procedures for public projects, consistent with the California Uniform Public Construction Cost Accounting Act ("Act").

2.62.015. Definitions.

The definitions set forth in this section and in Public Contract Code section 22002 shall govern the application and interpretation of this chapter.

"Public project" means any one of the following:

- A. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- B. Painting or repainting of any publicly owned, leased, or operated facility.
- C. In the case of a publicly owned utility system, "public project" shall include any of the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work.

"Maintenance work" includes all of the following:

- A. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- B. Minor repainting.
- C. Resurfacing of streets and highways at less than one inch.

- D. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- E. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

"Facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in of subdivision (C) of the definition of "public project", real property, streets and highways, or other public work improvement.

2.62.020. Bid Limits and Applicable Procedures

A. Informal Limits.

1. Public Projects of \$45,000 or Less. Public projects of forty-five thousand dollars (\$45,000) or less ("Less than Informal") may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
2. Public Projects Greater than \$45,000 but Less than or Equal to \$175,000. Public projects greater than forty-five thousand dollars (\$45,000) and up to one hundred seventy-five thousand dollars (\$175,000) ("Informal Bid"), may be let to contract through informal procedures as set forth in this Chapter and the Act.
3. Public Projects Greater than Formal Bid. Public projects of more than one hundred seventy-five thousand dollars (\$175,000) ("Formal Bid") shall, except as otherwise provided in this chapter or in the Public Contract Code, be let to contract through formal bidding procedure.

- B. Statutory Maximum Amounts As Amended. The dollar limits described in this section are intended to match the limits established in Public Contract Code Sections 22032 and 22034 as amended by the State Legislature or adjusted by the State Controller under Section 22020. State amendments or adjustments to the dollar limits made after the effective date of this ordinance shall act as amendments to the dollar amounts set forth herein without further city council action.

2.62.030. Less than Informal Bidding Procedures.

A. Awarding Authority.

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1. City Engineer & Purchasing Agent Authority.

- a. Public projects up to twenty-five thousand dollars (\$25,000) or less may be awarded by the city engineer.
- b. Public projects of forty-five thousand dollars (\$45,000) or less may be awarded by the purchasing agent.

2. Three Vendor Bids.

- a. If the public project of forty-five thousand dollars (\$45,000) or less is being performed by negotiated contract or purchase order, the City Engineer, or designee, will contact and obtain bids from at least three (3) vendors and award the contract providing the best value to the city.

2.62.040. Informal Bid Procedures. These procedures apply to public projects subject to informal bidding.

A. Awarding Authority.

1. City Manager Authority.

- a. The city manager or designee is authorized to award and execute informal contracts for public projects of one hundred seventy-five thousand dollars (\$175,000) or less pursuant to this Chapter.

B. Written Estimates. The dollar limits set forth for informal bidding apply to the city engineer's written estimate of a project to complete any public project.

C. Splitting Projects. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this section requiring work to be done by contract after competitive bidding.

D. Qualified Contractors List for Informal Bidding. A list of qualified contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission. This list of qualified contractors shall be maintained by the city manager or the city manager's designee.

2.62.050. Noticing and Award of Informal Bid Contracts.

Any contract awarded pursuant to this section shall be awarded to the lowest responsible bidder. The following procedures shall apply to informal bids for public projects:

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A. *Required Notice.* All contractors on the list developed as required by Section 2.62.040(D) for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. The purchasing agent may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Public Contract Code section 22036.

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B. *Time for Providing Notice.* All mailing of notices to contractors pursuant to this section 2.62.040 shall be completed not less than ten (10) calendar days before bids are due.

C. *Description of Project.* The notice inviting formal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

D. *Change Orders.* The city manager may approve change orders for public projects in amounts not exceeding an aggregate of twenty-five (25) percent or fifty-thousand dollars, whichever is greater, over the original authorized contract price without prior city council approval.

E. *Bids Exceeding \$175,000.* If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000), the city council may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

2.62.060. Notices Inviting Formal Bids

The following rules shall apply to notices for bids for public projects sent under the formal bidding process:

A. *Contents of Notice.* Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

B. *Publication Date of Notice.* The notice shall be published at least fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city or otherwise comply with the applicable requirements of Public Contract Code section 22037.

C. *Mailing Date of Notice.* The notice shall be mailed at least fifteen (15) calendar days before the date of opening the bids to all construction trade journals specified in Public Contract Code section 22036. The notice inviting formal bids may also be sent electronically, if available, by either facsimile or electronic mail, within the

same time frame specified for regular mail, to all construction trade journals specified in Public Contract Code section 22036.

2.62.070. Plans & Specifications for Formal Bids.

The city engineer, as the city council's designated representative, shall adopt plans, specifications, and working details for all public projects subject to the Form Bidding Procedures exceeding the amount specified in section 2.62.020(A)(3). Any person may examine the plans, specifications, or working details, or all of those, adopted by the city engineer for any public project.

2.62.080. Award of Formal Bids; Rejection of Bids; Bids to Receive Bids.

- A. *Rejecting Bids.* In its discretion, the city council may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the agency, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the agency's intention to reject the bid and shall be mailed at least two (2) business days prior to the city council meeting at which the city intends to reject the bid. If after the first invitation of bids all bids are rejected, or reevaluating the cost estimates of the project, the city council shall have the option of either of the following:
1. Abandoning the project and re-advertising for bids in the manner described by this chapter.
 2. After passing by resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the city employees, have the public project done by force account without further complying with this chapter.
- B. *Lowest Responsible Bidder.* If a contract is awarded, it shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses.
- C. *No Bids Received.* If no bids are received through the formal or informal procedure, the project may be performed by the employees of the city, by force account, or negotiated contract without further complying with this chapter.

2.62.090. Emergencies.

In cases of emergency when repair or replacements are necessary, the city council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city manager, by contractor, or by a combination of the two. In case of an emergency, if notice for bids to

let contracts will not be given, the city shall comply with Chapter 2.5 of Part 3 of Division 2 of the Public Contract Code (commencing with section 22050).

Section 2

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the _____, a newspaper of general circulation published in the County of San Diego, California.

Section 3

The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

Section 4

The proposed action is exempt from the California Environmental Quality Act ("CEQA") under section 15064(b)(3) — general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this ordinance may have a significant impact on the environment; the city is currently subject to one set of competitive bidding requirements, and this ordinance, is electing to subject itself to a different set of competitive bidding requirements.

PASSED, APPROVED, and ADOPTED by the City Council of the City of National City, State of California, this 16 day of August, 2016, by the following vote:

AYES:
NOES:
ABSENT:

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and EsGil Corporation to provide on-call plan reviews, permit processing, construction inspections, code enforcement

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of National City and EsGil Corporation to provide on-call plan reviews, permit processing, construction inspections, code enforcement services, and related services for various City departments including but not limited to Building, Fire, and Engineering, in the not-to-exceed amount of \$800,000 per year for a period of three years. (Funded by fees collected, developer deposits, various Capital Improvement Project funds, and other funds as needed). (Building/Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Building and Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

See Staff Report.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 120-00000-3545 – Revenue account
120-412-028-213-0000 – Professional Services

APPROVED: _____ MIS

No net financial impact. This contract is an as needed basis and funded by fees collected, developer deposits, and various capital improvement projects.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Staff Report
Agreement between the City of National City and EsGil Corporation
Resolution

Staff Report

EsGil Corporation

EsGil Corporation has been providing services for permit processing, plan reviews, construction inspections, and code enforcement services for Building, Fire, and Engineering Departments since August 6, 2013 (Reso. 2013-112). However, that Agreement expired on August 7, 2016, even though both parties could have mutually agreed to extend the terms for three one year intervals. The Building, Fire, and Engineering Departments desire to have the City sign a new Agreement at this time with an effective date of August 8, 2016.

Over the last two years, the City has experienced a continued increase in submittals for plan checks and inspections. These increases have exhausted our initial appropriations of \$300,000 for plan reviews and \$100,000 for services outside of plan reviews. Each year, as a result of the low thresholds, we have had to request additional increases in appropriations.

The new Agreement has a not to exceed amount of \$800,000 per year for a period of three years for plan review and \$100,000 per year for all services outside of plan reviews for a period of three years for a total amount of \$900,000 per year. This will avoid taking unnecessary requests for appropriation increases to the City Council. The Agreement may be extended by one year with no more than three extensions.

From April-July 2013, the City issued a Request for Proposal (RFP) for on-call services to provide assistance with permit processing, plan reviews, construction inspections, and code enforcement services to over 30 firms. Staff conducted panel interviews with the firms, evaluated their qualifications/services available, reviewed the cost proposals, and conducted reference checks. At that time, the panel concluded that EsGil Corporation could provide the best service to the City of National City.

EsGil's many years of support services has been of great value to the City. This Agreement is an as needed basis and funded by fees collected, developer deposits, and various capital improvement projects. Staff recommends that Council approve and authorize the Mayor to sign the Agreement.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ESGIL CORPORATION**

THIS AGREEMENT is entered into on this 20th day of September, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and ESGIL CORPORATION, a corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide permit processing, plan reviews, construction inspections and code enforcement on-site and off-site services.

WHEREAS, the CITY has determined that the CONSULTANT is a plan review firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide permit processing, plan reviews, construction inspections and code enforcement on-site and off-site services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 8, 2016. The duration of this Agreement is for the period of three years from August 8, 2016 through August 7, 2019. Completion dates or time durations for specific portions of the Project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** Consultant will perform services including but not limited to: permit processing, plan reviews, construction inspections and code enforcement on-site and off-site services. The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance

by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the Project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Luis Sainz, Building Official, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kurt Culver, President, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The CITY establishes the plan checking fee by resolution of the City Council. The CITY collects the plan checking fee from the applicant. The CONSULTANT's compensation for reviewing building department plans, commonly referred to as plan checking, shall be sixty five-percent (65%) of the plan checking fee collected by the CITY for each permit based upon the CITY's adopted fee schedule in effect at the time of the plan check submittal. The CONSULTANT's compensation for reviewing fire department plan reviews shall be thirty percent (30%) of the plan checking fee collected by the CITY for each permit based upon the CITY's adopted fee schedule in effect at the time of the plan check submittal.

The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$800,000 per year for plan reviews and/or plan checking and shall not exceed \$100,000 per year for services outside of plan reviews, without prior written authorization from the Director of Emergency Services. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their

position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligent performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company equal financial stability that is approved by the CITY’S Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY’S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys’ fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney’s fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney’s fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney’s fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney’s fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the “AAA”) before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys’ fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Luis Sainz
 Building Official
 Building Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT:

Kurt Culver
President
EsGil Corporation
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. MISCELLANEOUS PROVISIONS.
A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date

shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or schedules or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The City is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the City in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the City, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party

has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

[Signature Page to Follow]

CITY OF NATIONAL CITY

ESGIL CORPORATION

(Corporation – signatures of two corporate officers required)

By: _____
Ron Morrison, Mayor

By: _____
Michael McCurdie, CEO

By: _____
Gregory Toth, Chief Revenue Officer

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

Exhibit “A”

A. Plan Reviews

Provide plan reviews consistent with application of building standards for buildings, shopping malls, civic centers, hospitals, sports arenas, City facilities, hotels, hazardous occupancies, trash recycling, dwelling additions, residential dwellings, and residential complexes by qualified staff identified in the RFP. Staff to include the following:

- licensed structural engineers
- licensed civil engineers
- mechanical engineers
- licensed electrical engineers
- certified plans examiners
- certified building inspectors

Structural reviews to always be performed by or under the supervision of one of our licensed structural engineers. All plan review engineers are to International Code Council (ICC) Certified and required to have previous experience working in government building departments.

Provide state-mandated Certified Access Specialist Program (CAsp) Plans Examiners and Energy and Environmental Design (LEED) Certified Plans Examiners when necessary.

Provide 3rd party reviews for the Engineering Department for Capital Improvement Projects on an as needed basis by qualified plans examiners.

Provide plan reviews for the Fire Department on an as needed basis by qualified plans examiners.

EsGil shall pick-up and deliver plans when requested by the City staff, *at no cost to the City*. Pick-ups and deliveries can be made within 24 hours of the City's request. EsGil shall have the ability to receive plans from the City or from the applicant by mail, courier, or via electronic transmission.

After plans are reviewed staff will identify any code deficiencies in a customized typed list for the applicant. The plan reviewer coordinates his/her review with the other plan check disciplines (electrical, mechanical, plumbing, structural energy, and disabled access) to ensure good communication and coordination of listed deficiencies. The completed review list shall be attached to the permit in the City's software program prior to or on the contract deadline

The following is a list of turnaround times for each type of job assigned:

Type of Project	Initial Check	Recheck	Plan Change
Single Family Dwellings	7 Working days	5 Working days	5 Working days
Apartments	10 Working days	5 Working days	5 Working days
Tenant Improvements	7 Working days	5 Working days	5 Working days
Commercial/Industrial	12 Working days	5 Working days	5 Working days
Rechecks	5 Working days	5 Working days	5 Working days
Plan Changes	5 Working days	5 Working days	5 Working days

**Accelerated/expedited plan reviews can be performed on overtime, in half of the normal turnaround times or as requested by the Building Official.*

B. Inspection Services

Provide personnel for inspections ranging from dwelling additions, to shopping malls and others. All inspectors shall be ICC Certified and each shall have 3 years of government building & safety experience.

Provide personnel for as-needed building inspection assignments that are ICC Certified for building safety inspection services during the construction phase of various projects.

Provide Inspection Services for Fire Department and Engineering Department on an as needed basis by qualified inspectors.

Inspectors shall provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by the appropriate authority; recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, ordinances, energy conservation, and disabled access requirements including known local, city, state and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with contractors and property owners through completion of the inspection.
- Coordinate reviews with fire, health, and other government agency inspectors, as well as owners and builders.
- Maintain a record of non-complying items and follow-up to resolution of such items, including any appeals.
- All inspectors carry cell phones for contacting supervisors and all plan check disciplines, to assist in problem solving and providing high service levels.
- Results findings in the City's software program.

C. Code Enforcement

Provide personnel to assist the City with conducting investigations of building safety related violations of the applicable codes. Staff shall work closely with decision makers to understand the philosophy within the City. All inspectors shall be fully trained in building safety-related code enforcement. Provide code enforcement assistance to Planning, Fire and Engineering/Public Works as-needed.

D. Additional Services

Provide additional services including but not limited to writing code adoption ordinances, answering questions, expediting reviews, pick-up and delivery of plans and general building services.

E. Compensation

Each month, a detailed invoice shall be sent to the City which shows each project reviewed. In addition to fee Information, the invoice will also include a project description and turn-around times.

Engineering Plan Reviews shall be charged on an hourly basis. A proposal for the review shall be submitted to the City with a not-to-exceed amount.

Labor rates are used for other departments only when requested by our clients and where the use of a percentage of the permit fee or plan check fee is not applicable or appropriate.

<u>CLASSIFICATION</u>	<u>HOURLY RATE¹</u>
Division Manager	\$140.00
Supervising Structural Engineer	\$135.00
CASp Certified Access Examiner	\$94.40
LEED Certified Plans Examiner	\$94.40
Structural Engineer	\$94.40
Civil Engineer	\$94.40
Electrical Engineer	\$94.40
Energy Plans Examiner	\$94.40
Mechanical Engineer	\$94.40
Building Official	\$94.40
Supervising Building Inspector	\$94.40
Deputy Building Official	\$94.40
I.C.C. Plans Examiner	\$94.40
Building Inspector	\$83.00
Permit Specialist/Counter Tech	\$72.00
Clerical Support	\$34.00

(Rates are subject to change each year on August 8)²

1 Rates are increased by a factor of 1.5 for overtime, and for holiday and weekend assignments.

2 Thirty day written notice is required and the increase shall not exceed 3% per year.

3 This single fee includes all rechecks, plan check conferences at the EsGil office, reviewing plans that are initially found to be incomplete and for the transmission of plans to and from the jurisdiction via EsGil courier service.

Regular Basis Rate / As-Needed Rate

On-site staffing

Counter Technician	<u>Hourly rate:</u>	\$72.00
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Building/Engineering/Fire Inspector	<u>Hourly rate:</u>	\$83.00
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Off-site staffing

Building and Fire Plan Reviews

Building Plan Reviews:

Percentage of Fee: **65% of the City's Plan Check Fee**

Fire Department Plan Reviews:

Percentage of Fee: **30% of the City's Plan Check Fee**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the following actions to fund the Las Palmas Park & El Toyon Park Lighting Project: 1) release \$514,172 from State Grant Fund 348 fund balance to the General Fund fund balance; 2) app

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the following actions to fund the Las Palmas Park & El Toyon Park Lighting Project: 1) release \$514,172 from State Grant Fund 348 fund balance to the General Fund fund balance; 2) appropriate \$814,172 to corresponding CIP expenditure accounts for El Toyon Park & Las Palmas Park Improvements from General Fund fund balance; and 3) appropriate \$89,019.93 in the El Toyon Park Improvements CIP account from Park & Recreation Capital Outlay Fund fund balance |

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4382

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

001-409-500-598-4133 (Las Palmas Park Improvements CIP): \$414,172.00 |

001-409-500-598-4131 (El Toyon Park Improvements CIP): \$400,000.00

115-409-500-598-4131 (El Toyon Park Improvements CIP): \$89,019.93

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing funding for the Las Palmas Park & El Toyon Park Lighting Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

Explanation

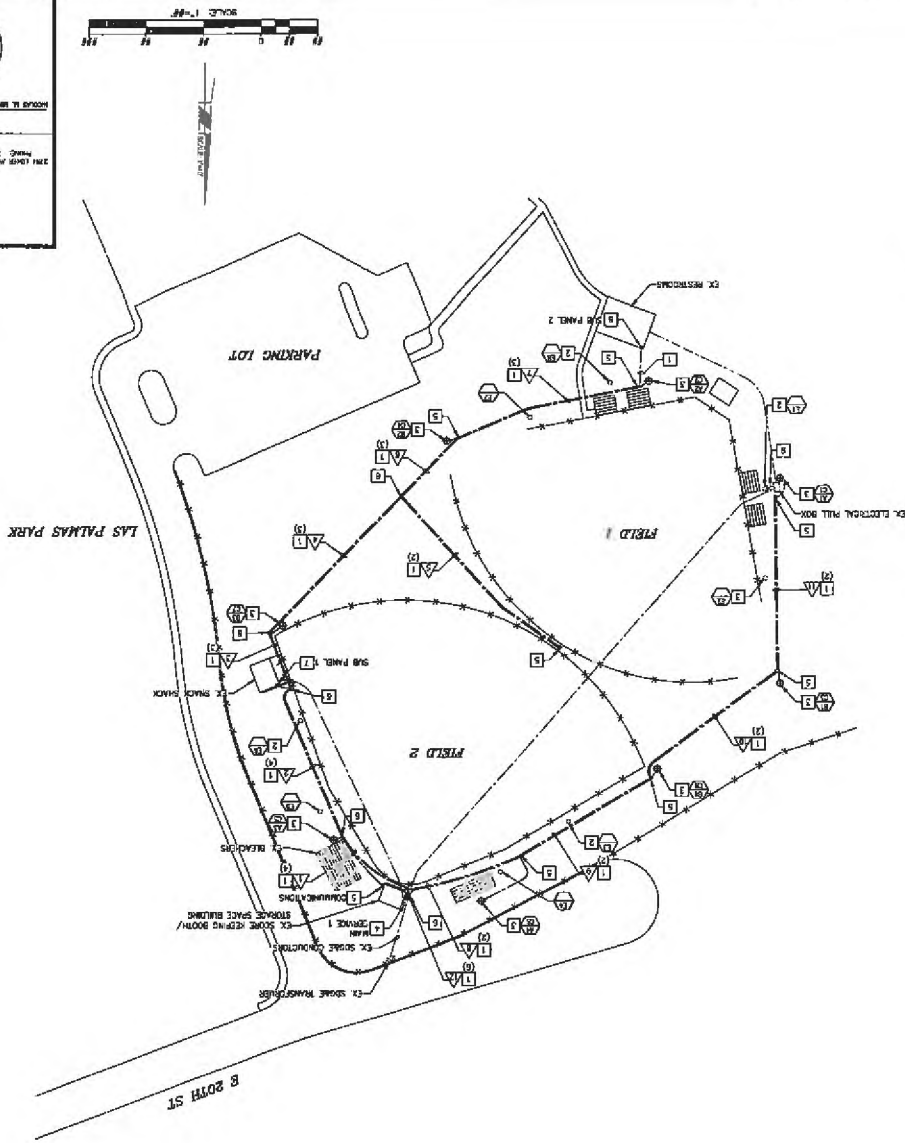
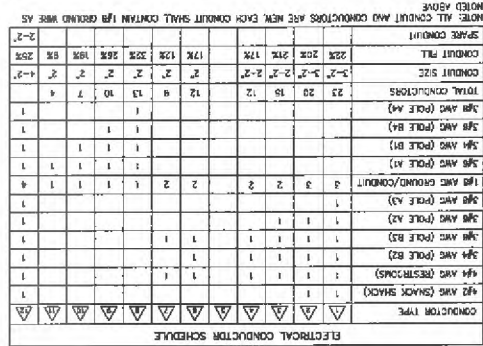
In Spring 2016, one of the 60-foot tall ballfield light poles at Las Palmas Park collapsed. Fortunately, no one was injured. Staff immediately secured the site, removed the pole and performed an inspection. It was determined that the light pole had deteriorated at the base. Staff then inspected the remaining seven ballfield lights at Las Palmas Park. Based on the results of the inspections, two of these lights were removed due to similar structural issues. In order to accommodate additional lighting for upcoming girls softball league night games, staff rented a 60-foot tall portable light tower to supplement the remaining five ballfield lights. The portable light tower is costing the City approximately \$4,000 per month.

As a result of the lighting issues at Las Palmas Park, staff inspected the lights at El Toyon Park. Based on the results of the inspections, all of the lights for the eastern section of El Toyon Park were removed due to issues with structural integrity.

Staff worked with an on-call engineering and lighting consultant to obtain quotes and develop plans for new lighting at both parks. The project cost estimate is approximately \$900,000 to purchase and install new lighting, conduit, wiring, pull boxes and electrical equipment for both parks. This estimate also includes costs for final design, construction management and inspections. See attached preliminary engineering plans for park lighting and associated infrastructure improvements at both parks.

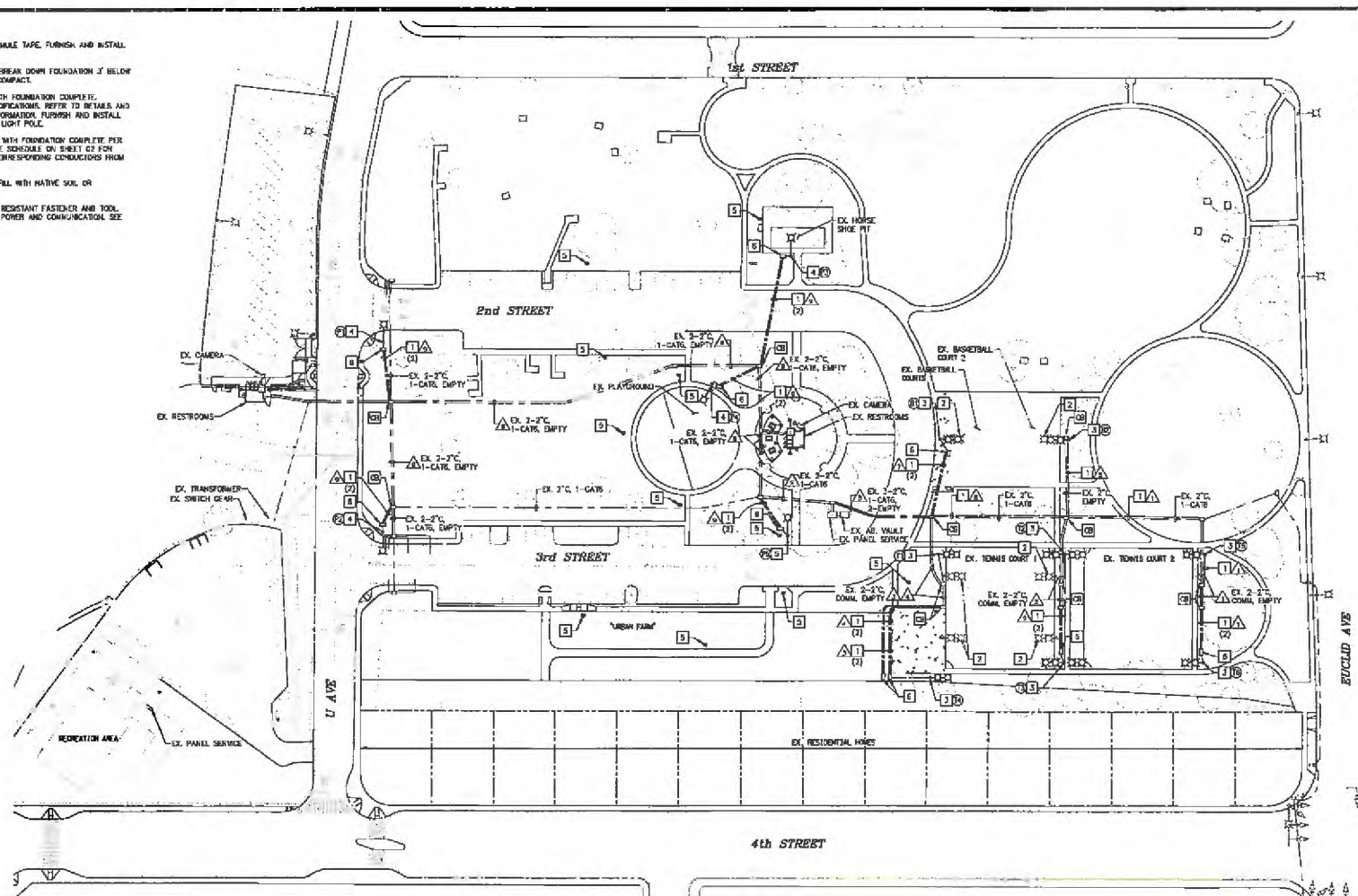
In order to minimize impact to the General Fund, staff is recommending the following City Council actions to fund the project: 1) release \$514,172 from State Grant Fund 348 fund balance to the General Fund fund balance; 2) appropriate \$814,172 to corresponding CIP expenditure accounts for El Toyon Park & Las Palmas Park Improvements from General Fund fund balance; and 3) appropriate \$89,019.93 in the El Toyon Park Improvements CIP account from Park & Recreation Capital Outlay Fund fund balance. These actions would result in a net decrease to General Fund fund balance of \$300,000.

Staff researched the history of State Grant Fund 348 and confirmed that the associated projects were completed and reimbursed by the granting agencies in full. There has also been no activity in Fund 348 for the past 6 years. Since most of the remaining fund balance was due to a one time transfer from the General Fund to cover a short term deficit in Fund 348, it is appropriate to release this fund balance back to the General Fund for use on other capital projects.

[illegible]

ENGINEERING DEPARTMENT	UTILITY DEPARTMENTS	TELEPHONE	CONSTRUCTION RECORDS	SURVEYOR
AS-BUILT	BY APPROVED DATE	(650) 546-5510 ELECTRICAL, HASLER, MARSH (650) 577-2080 GAS MAPS, HUEY MITCHELL (613) 760-4412 TELECOMMUNICATIONS, PEAN, TALEYMAN (613) 766-5387 COX COMMUNICATIONS, GARY COOPER (650) 886-1925 AT&T SUBSTRUCTURES, PATI SLASER	DATE STARTED	BENCHMARK
RELATIONS			INSPECTOR	HORIZONTAL CONTROL
			DATE COMPLETED	

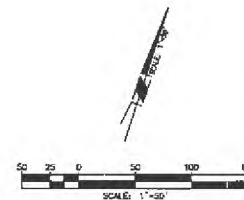
- ### CONSTRUCTION NOTES
1. FURNISH AND INSTALL NEW 2" PVC COUPLER WITH HULE TAP. FURNISH AND INSTALL CONDUITS PER INSTANT CONSTRUCTION SCHEDULE.
 2. EXISTING SPORTS LIGHT POLE IF APPLICABLE, BREAK DOWN FOUNDATION 3' BELOW GRADE, BACKFILL WITH APPROVED MATERIAL, AND COMPACT.
 3. FURNISH AND INSTALL NEW SPORTS LIGHT POLE WITH FOUNDATION COMPLETE PER CONSTRUCTION SCHEDULE PER MANUFACTURER'S SPECIFICATIONS. REFER TO DETAILS AND POLE SCHEDULE ON SHEET 02 FOR ADDITIONAL INFORMATION. FURNISH AND INSTALL CONDUITS/CONDUITORS FROM PULL BOX TO LIGHT POLE.
 4. FURNISH AND INSTALL NEW LIGHT POLE STANDARD WITH FOUNDATION COMPLETE PER CONSTRUCTION SCHEDULE. REFER TO DETAILS AND POLE SCHEDULE ON SHEET 02 FOR ADDITIONAL INFORMATION. FURNISH AND INSTALL CONDUITS/CONDUITORS FROM PULL BOX TO LIGHT POLE.
 5. EXISTING FOUNDATIONS COMPLETE AND BACK FILL WITH NATIVE SOIL OR APPROVED MATERIAL.
 6. FURNISH AND INSTALL 6" PULL BOX WITH TAMPOR RESISTANT FASTENER AND TOOL PROTRUDING COLLECTING BARREL FOR SEPARATION OF POWER AND COMMUNICATION. SEE SHEET 02.





CONDUCTOR TYPE	A	B	C	D	E	F	G	H
#16 AWG (FUTURE URBAN FARM SUB PANEL)				1				1
#10 AWG (POWER FOR TENNIS COURT 2, POLES T5,T6)	2					2		2
#10 AWG (POWER FOR TENNIS COURT 1, POLES T1,T4)			2					2
#10 AWG (POWER FOR TENNIS COURTS 1&2, POLES T7,T3)			2			2		2
#10 AWG (POWER FOR BASKETBALL COURT 2, POLE B2)					1	1		1
#10 AWG (POWER FOR BASKETBALL COURT 1, POLE B1)							1	1
#10 AWG (POWER FOR POLES P1,P2,P3,P4,P5)								1
#10 AWG (SPARE CIRCUIT FOR FUTURE LIGHTS)								1
#10 AWG (FUTURE POWER FOR CONTROLS)	1	1	1		1	1	1	1
#10 AWG (FUTURE POWER FOR CAMERAS)	1	1	1		1	1	1	1
#1/2 AWG (GROUND)	1	1	1	1	1	1	1	1

NOTE: ALL CONDUCTORS ARE NEW

Ⓢ = POLE NUMBER



 <p>1714 JORDAN AVE. WEST, SUITE 115, CARLSBAD, CA 92008 PHONE: 760-522-1100 FAX: 760-521-0000</p>	<p>PLANS FOR THE IMPROVEMENTS OF: EL TOYON PARK LIFTING IMPROVEMENTS EL TOYON PARK EAST - LIGHTING</p>
<p>REGINAL M. WATKINS JR. CITY ENGINEER</p>	<p>CITY OF NATIONAL CITY</p>
	<p>APPROVED FOR PLANNING PURPOSES ONLY.</p> <p>PLANN. SUPERVISOR: JOHN FOGHA ASSISTANT DIRECTOR OF ENGINEERING AND PUBLIC WORKS</p>
<p>SHEET 03 OF 04 SHEETS</p>	<p>OF NO.</p>

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – St. Mary’s Fall Festival hosted by St. Mary’s Church on Sunday, October 2, 2016 at the parish grounds located between E. 8th Street and “E” Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – St. Mary's Fall Festival hosted by St. Mary's Church on Sunday, October 2, 2016 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from St. Mary's Church to conduct the 2016 St. Mary's Fall Festival event on Sunday, October 2, 2016 at their parish east parking lot located between E. 8th Street and "E" Avenue. This event features approximately 20 assorted booths, including food booths, religious booths, sewing club arts & crafts, and game booths. Two (2) 20x20 canopies will be set up for dining and a rented stage will be used for event entertainment and dancing acts.

No street closures will be required for this event.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

City fee of \$237.00 for processing the TUP through various City departments and \$200.00 for the Fire Department Inspection fees.

Total fees: \$437.00.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91850
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☒ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title ST. MARY'S FALL FESTIVAL

Event Location (list all sites being requested) EAST PARKING LOT OF CHURCH 'E' AVENUE

Event Times

Set-Up Starts
Date SEPT 30 Time 9:00 Day of Week FRI.

Event Starts
Date OCT. 2ND Time 7:00 a.m. Day of Week SUNDAY

Event Ends
Date OCT. 2ND Time 7:00 P.M. Day of Week SUNDAY

Breakdown Ends
Date OCT. 3RD Time 9:00 A.M. Day of Week MONDAY

Applicant Information

PASTOR: NEMESIO SUNCAB

Applicant (Your name) MR. NEMESIO SUNCAB Sponsoring Organization ST. MARY'S CHURCH
426 EAST 7TH 474-1501
Event Coordinator (if different from applicant) ALICE STEEBER FAX: 474-1502

Mailing Address 2929 EAST 16th STREET NATIONAL CITY

Day Phone 475-2414 After Hours Phone _____ Cell _____ Fax _____

Public Information Phone 474-1501 E-mail church-office

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Alice E. Steeber Date 8-29-16

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Description of Event

☐ First time event ☒ Returning Event ☒ Include site map with application

Note that this description may be published in our City Public Special Events Calendar:

ANNUAL (ONE-DAY) FALL FESTIVAL IS HELD ON CHURCH PROPERTY, WE
WE WILL HAVE GAMES, BOOTHS, PLANTS, RELIGIOUS ITEMS, FOOD,
PARISH ENTERTAINMENT.

Estimated Attendance

Anticipated # of Participants: ? 200 Anticipated # of Spectators: ? 500/600

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: NA

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ► Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

FESTIVAL IS HELD ON LEVEL BLACK-TOP, NO STAIRS.

LARGE HALL WITH CHAIRS FOR RESTING
HANDICAPPED PARKING
EASY ACCESS

Using electrical power? Yes ☒ No ☐

SAN DIEGO G&E

- ☒ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☒ No ☐

- ☐ Vendors preparing food on-site ► # _____ ► Business License # _____

If yes, please describe how food will be served and/or prepared: _____

PARISH ORGANIZATIONS PREPARE FOOD ON SITE IN COMMERCIAL FACILITIES
PERMITTED BY S.D. HEALTH SERVICES *X gas X electric*

- ☐ Vendors bringing pre-packaged food ► # _____ ► Business License # _____
☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # _____
☐ Vendors selling food # _____ ► Business License #(s) _____
☐ Vendors selling merchandise # _____ ► Business License #(s) _____

☒ Food/beverages to be handled by organization; no outside vendors

- ☐ Vendors selling services # _____ ► Business License #(s) _____

► Explain services _____

- ☐ Vendors passing out information only (no business license needed) # _____

► Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____
☐ Inflatable bouncer slide # _____ ☒ Arts & crafts (i.e., craft making, face painting, etc.)
☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒ XXX

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00.

Arranging for media coverage? Yes ☐ No ☒ XXX

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # 2 BANNERS ON CHURCH WALL

☐ What will signs/banners say? _____
DATE OF FESTIVAL

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒ XXX

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____

► Load-in Day & Time _____ Company _____ Phone _____
► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) 1

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☒ N/A

Breaking down set-up the day after the event?

☒ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) 1

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☒ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

THIS IS AN ANNUAL ONE DAY EVENT FOR ST. MARY'S
PARISHIONERS. ALL WORK IS DONE BY VOLUNTEERS..

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: _____	
Event Address: _____	Expected # of Attendees: _____
Event Host/Coordinator: _____	Phone Number: _____

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>12+ cans</u>	12		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2-3 bins</u>	2-3		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets) <u>None; restrooms in hall</u>	\	X	
Do all storm drains have screens to temporarily protect trash and debris from entering? <u>Y no drains on-site</u>	X		
Are spill cleanup kits readily available at designated spots? <u>Y</u>	X		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: _____

Person in Charge of Activity: _____

Address: _____

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Alice L. Stecher

Official Title: Chairperson Date: 8-29-16

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

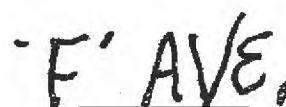
If YES, please explain the purpose and provide amount (s):

\$ _____ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Hand-drawn site plan of the Church of the Holy Spirit. The plan shows a 'garage' and 'STAGE' area, a 'MUSIC' room, a 'Church Hall', and a 'shed'. A 'LEGION OF MARY' room is adjacent to the garage. A north arrow points towards the top left. Various rooms are color-coded: yellow for the stage, blue for music, and white for the hall and shed. Red circles with numbers are placed throughout the plan.



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: St. Mary's Church

EVENT: St. Mary's Fall Festival

DATE OF EVENT: October 2, 2016

TIME OF EVENT: 7:00 a.m. to 7:00 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO [x]	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES []	NO [x]	SEE CONDITIONS []
POLICE	YES []	NO [x]	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the Certificate of Insurance wherein "*The City of National City, its officials, agents, employees and volunteers*" are named as an additional insured by way of a separate endorsement.
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The applicant must properly execute the hold harmless and indemnification agreement.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy must be on the face of the Certificate of Insurance.

DEVELOPMENT SERVICES (619) 336-4318

PLANNING

Speakers shall face away from neighboring residential properties.

FINANCE

* Festivals, Craft shows, etc. *

A Business License is required IF monies are solicited, admission fee is charged, or if food, beverages and merchandise are sold. The organization holding this event and each vendor present at this event must have a separate business license. Vendors currently licensed by the City may operate under their existing license. Anyone preparing food to be sold to the Public must have a permit (or Food Handlers Card) from the Health Department.

A list of all participating vendors (with their address, phone number, and current National City business license number) is to be provided to the Revenue & Recovery Division of the Finance Department two weeks prior to the event for verification of business licenses.

If any of the vendors or organizations is registered not-for-profit, there will be no charge for a business license. However, a business license certificate must be obtained from the City Revenue & Recovery Division, Business License Section. (Note: a clearance fee does apply to Non-profit organizations located in National City that submit an initial business license application.)

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FIRE (619) 336-4550

**Fees will be required for after hour inspection (\$200.00).
Please contact the National City Fire Department for payment of fees.**

**ALL TENTS SHALL FOLLOW REQUIRED CLEARANCES MANDATED BY
THE NATIONAL CITY FIRE DEPARTMENT**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the church to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Hydrants shall not be blocked or obstructed.
- 3) Fire Department access into and through the festival areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) All cooking booths or areas to have one 2A:10BC fire extinguisher. If grease or oil is used in cooking a **40:BC or class "K" fire extinguisher** will be required. Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides. **All fire extinguishers to have a current State Fire Marshal Tag attached.** *Please see attached example*
- 8) Fire extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 9) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 11) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. **Fee is to be paid directly to the National City Fire Department Administration offices prior to event.**

- 12) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 13) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. If cooking is to be done, a ten feet separation shall be maintained from cooking appliance and canopies.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. *If canopies maintain a ten feet separation distance from one another, no charge will be assessed*

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

NOTE: Booth Canopies can be grouped in multiples of 4 not to exceed 400 square feet. A separation of ten feet between multiples of 4 booths shall be required. Tarps or other material may not be used to cover tents and canopies so as to join each tent or canopy to one another

- 14) First Aid will be provided by organization

The following page(s) contain the backup material for Agenda Item: Report on the City Council's options in filling the impending City Attorney vacancy. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Report on the City Council's options in filling the impending City Attorney vacancy.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

EXPLANATION:

Refer to attached staff report.

DEPARTMENT: City Manager's Office

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

Funds are available in Non-Departmental.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Provide staff with direction to engage the services of an executive search firm to recruit for the position of City Attorney; appoint an interim City Attorney.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report



City Council Staff Report

September 20, 2016

ITEM

Staff Report: Report on the City Council's options in filling the impending City Attorney vacancy.

BACKGROUND

Under the City of National City's Council-Manager form of government, responsibility for the recruitment and selection of staff (both at-will and Civil Service) falls under the purview of the City Manager. The exceptions are the positions of City Attorney and, of course, City Manager. Incumbents of both positions are appointed by and report to the full City Council. At the City Council meeting of September 6, 2016, the incumbent City Attorney publically announced her notice of resignation (effective October 13, 2016). In response, the City Council gave staff direction to provide short and long term options to address the impending vacancy.

DISCUSSION

Long Term. The long term objective is to recruit and appoint a permanent City Attorney. It is staff's recommendation that a broad search be conducted to identify viable candidates for this position.

The City Attorney is responsible for the oversight of both in-house and consultant attorneys in all areas of public sector law. The City Attorney's Office is the legal counsel for the City, the Successor Agency to the Community Development Commission (CDC) and the Housing Authority; and advises the City Council, the City's boards and commissions, and City staff. The office prepares and reviews ordinances, resolutions, contracts, and other documents. The City Attorney and her team serve as City Prosecutor in the adjudication of violations of City ordinances, and represent the City and its officials and employees in civil litigation, or supervise outside counsel in handling such litigation. In general, the City Attorney's Office provides the services necessary to accomplish the programs of the City's policy makers according to legal requirements. In addition to the required technical expertise, the relationships between the City Attorney and the City Council, the City Manager and staff is paramount.

Given the complex nature of the position, its criticality and the high consequence of error, a City Attorney recruitment is itself classified as complex and highly specialized. As such, it is common for agencies to seek the services of an executive search firm to lead the recruitment process. Staff

recommends authorizing the City Manager to engage an executive search firm to work in support of the City Council for the purpose of conducting recruitment for a permanent City Attorney. Should the City Council agree with this recommendation, the selected firm’s work would begin with a meeting(s) with the City Council to gain in-sight and direction prior to initiating the search.

Should the City Council elect to accept staff’s recommendation to conduct such a search, it is estimate that it will be a four to six month process, from the time of Council direction to the on-boarding of the selected candidate.

Short Term. It is staff’s recommendation that the City Council select and retain an interim City Attorney.

As noted above, a City Attorney recruitment is projected to take four to six months. The City of National City Office of the City Attorney is comprised of the City Attorney, 1.0 Senior Assistant City Attorney, 1.0 Deputy City Attorney and 1.0 Executive Assistant III. In addition to the oversight of the legal team, the incumbent City Attorney carries an active and varied caseload. With responsibility for legal oversight of a full-service City, the workload of the office is expansive. The loss of the City Attorney even on a short-term basis will have significant impact on the Office’s ability to respond to the City’s legal support needs in a timely manner.

Staff recommends that the City Council seek the services of a retired City Attorney to fill the position while the recruitment is underway. Under the provisions of Government Code section 21221(h), the City Council can make an interim appointment into the vacant position during the recruitment for a permanent appointment for this position with specialized skills¹.

CONCLUSION

Based on the above it is staff’s recommendation that the City Council:

- Direct staff to engage an executive search firm to support the City Council in the recruitment and appointment of a permanent City Attorney; and
- Retain the services of a retired City Attorney on an interim basis while the search is conducted.

FISCAL IMPACT

As of the time of the preparation of this report, cost estimates from executive search firms were still pending. However, based on similar searches conducted by other agencies, the cost of the recruitment is estimated at \$25,000 to \$30,000. The cost of an interim City Attorney will be offset by the salary savings from the vacancy.

¹ This provision is applicable to CalPERS retirees.

The following page(s) contain the backup material for Agenda Item: Update on use of ballfield lighting for El Toyon Park Multi-Purpose Field. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Update on use of ballfield lighting for El Toyon Park Multi-Purpose Field

PREPARED BY: | Stephen Manganiello

PHONE: | 619-336-4382

EXPLANATION:

See attached.

DEPARTMENT: | Engineering/Public Works

APPROVED BY: _____



FINANCIAL STATEMENT:

ACCOUNT NO. |

| N/A |

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

| Provide direction to staff on use of ballfield lighting for El Toyon Park Multi-Purpose Field. |

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

| 1. Explanation |

Explanation

In 2015, staff retrofitted the ballfield lighting, wiring and equipment in the electrical panel boxes to better service the El Toyon Park Multi-Purpose Field. Staff anticipates the need to replace all of the ballfield lights within the next five years, as the lights and associated equipment have reached their useful life. Staff estimates the cost to remove the existing lights and install new lights with associated infrastructure and equipment at \$600,000.

Based on the age of the lights and current electrical configuration, which requires each light pole to be turned on and off manually through accessing individual electrical panel boxes, staff will be required to operate the lights for evening football practices and games. The field is estimated to be used by teams in the evenings six days a week over the next four months. The estimated cost for staff to operate the lights over this time period to allow for evening football practices and games is \$XXXXX.

The current fee schedule for use of the ballfield lights is \$XXX per session. In lieu of increasing permit fees for use of the ballfield lights, staff seeks Council direction on whether or not staff should continue to operate the lights to allow for evening athletic events.

The following page(s) contain the backup material for Agenda Item: Update on Energy and Water Conservation Program. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Update on Energy and Water Conservation Program

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____



FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Direct staff to work with Ameresco to prepare an Energy Services Agreement and associated financing plan for project implementation.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Presentation

Explanation

In accordance with the City's Energy Roadmap and Climate Action Plan, Council directed staff on June 3, 2014 to "solicit proposals pursuant to California Government Code 4217, to design, install, and finance sustainability improvements within municipal facilities."

In July 2014, the City's Engineering and Public Works Department advertised a Request for Statement of Qualifications (SOQ) for an energy services contract to make sustainability improvements to City facilities under a guaranteed energy savings contract. Proposals were solicited to provide energy-related capital improvement services through performance-based contracting. These services would include design, installation, maintenance, and monitoring of energy and water saving upgrades at City facilities with a guarantee that monetary savings will cover the cost of the upgrades. The City received two responses which were evaluated by a five-member selection committee consisting of City staff, councilmembers and outside consultants. The panel gave Ameresco, Inc. the highest overall rating.

Accordingly, City staff and Ameresco negotiated an Energy Audit Agreement, which was presented to City Council on December 15, 2015. Per Resolution No. 2015-189, City Council authorized the Mayor to execute an Agreement with Ameresco, Inc., to conduct an Energy Audit of City facilities (Phase I), develop a project scope of energy and water saving measures to fund capital costs for facility upgrades, forecast savings, present a financing plan, and offer a guarantee that energy and water savings over the life of the project will cover the cost of project financing and implementation.

The attached presentation summarizes the findings and recommendations of the energy audit. Staff is seeking Council direction to work with Ameresco to prepare an Energy Services Agreement (ESA) and associated financing plan for project implementation. The ESA (Phase 2) will include refinements to project engineering and design, permitting, project management, construction management and inspections, equipment installation, commissioning, and measurement and verification of energy savings. California Government Code Section 4217 facilitates public agencies' energy conservation efforts by authorizing them to enter into ESAs to develop and conduct energy efficiency and renewable energy projects at public facilities.

Per the conditions of the current Energy Audit Agreement (Phase I) between the City of National City and Ameresco, in the event the City decides not to implement the project, or chooses to proceed with a provider other than Ameresco, the City will be required to reimburse Ameresco the total cost of the energy audit and report, which equals \$70,639. If the City decides to proceed with project implementation and enter into an ESA with Ameresco, the energy audit costs will be incorporated into the total project cost and financing plan.



Energy and Water Conservation Program

September 20, 2016

Presentation Topics

- I. Overview of Project / Process**
- II. Energy Program Funding Sources**
- III. Energy Program Options**
- IV. Next Steps**

Policy Background

- Adopted policy documents targeting improvements in city energy and water efficiency
 - ✓ General Plan Update (2011)
 - ✓ Climate Action Plan (2011)
 - ✓ Energy Roadmap (2012)
- SoBEAC Climate Action Plan Implementation Assistance (2013-2014)
 - ✓ Recommended implementing improvements through guaranteed savings contract
- June 3, 2014 Council direction:
 - ✓ Solicit proposals pursuant to California Government Code 4217 to design, install and finance sustainability improvements within municipal facilities
- December 15, 2015 Council direction:
 - ✓ Authorize the Mayor to execute an Agreement with Ameresco, Inc., to conduct an Energy Audit of City facilities (Phase I), develop a project scope of energy and water saving measures to fund capital costs, forecast savings, and present a financing solution

National City Climate Action Plan

Reduce CO2 Levels 15% below the 2005/2006 levels by 2020

Base Year: 2005/2006	5077 Metric Tons of CO2 Emissions
Target Year: 2020	5774 Metric Tons of CO2 Emissions w/o Energy Programs
2020 Goal of 15% Reduction:	866 Metric Tons of CO2 Emissions

Energy Projects

CO2 Savings

Honeywell – 2011 308 Metric Tons of CO2 Emissions

Ameresco Option 1 419 Metric Tons of CO2 Emissions

Ameresco Option 2 556 Metric Tons of CO2 Emissions

Total Reduction Option 1 727 Metric Tons of CO2 Emissions

Total Reduction Option 2 864 Metric Tons of CO2 Emissions

Percent of Goal Option 1 83.9%

Percent of Goal Option 2 99.8%

Implementation Process

I. Selection of Energy Services Partner (ESCO)

- | | |
|--|-------------------|
| ➤ RFP – multiple contractors evaluated | <u>July '14</u> |
| ➤ Partner selection (Ameresco) | <u>Oct. '14</u> |
| ➤ City Council Approval of Audit Agreement | <u>Dec. '15</u> |
| ➤ Preliminary Audits Begins | <u>Dec. '15</u> |
| ➤ Program Options Presented to City Staff | <u>Summer '16</u> |

Maximizes All Available Funding Sources

I. Energy & Water Savings

The reduction in use of electricity, natural gas, and water after the new equipment is installed.

II. Utility Rebates

Cash incentives for replacing old, inefficient equipment w/new, high-efficiency equipment.

III. Capital Cost Avoidance

The costs avoided by replacing old and unreliable equipment now which prevents costly and inconvenient emergency building shutdowns, and avoids the need to purchase and replace equipment as a reaction to an emergency measure due to equipment failure.

IV. Clean Renewable Energy Bonds (CREBS)

CREBs are a form of tax credit bonds in which interest on the bonds is paid in the form of federal tax credits by the United States government. Therefore, CREBs are offered at or close to a 0% interest rate.

I. Tax-Exempt Lease Purchase (TELP)

Financing that is exempt from taxes.

Option 1: Partial Program Scope of Work

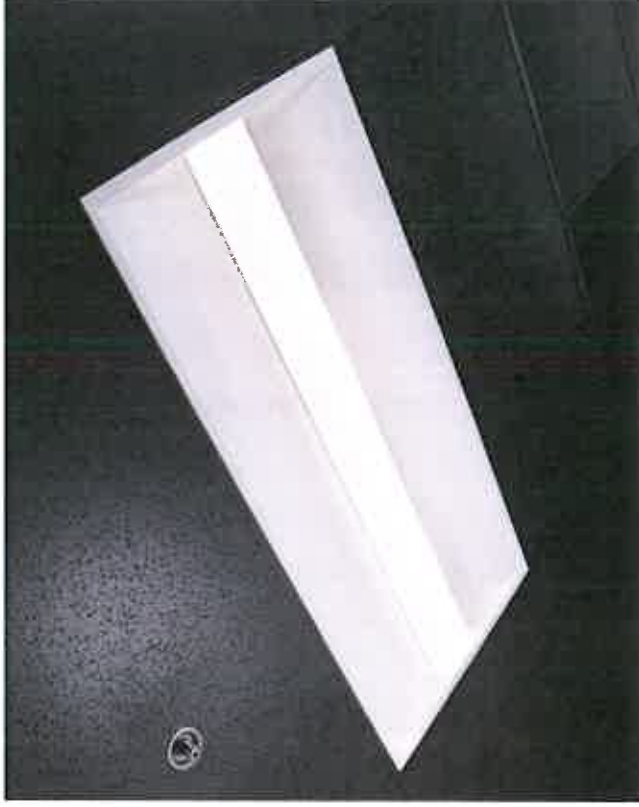
Description	Civic Center	Police Station	Public Library	MLK Community Center	Arts Center	Kimball Park	Kimball Senior Center	Casa de Salud	Fire Station 31	Fire Station 34	Las Palmas Park	Public Works
Solar PV	X		X	X	X					X		
HVAC Controls		X	X	X	X		X	X	X	X		X
Interior Lighting Upgrades			X	X			X		X	X		X
Exterior Lighting Upgrades	X				X		X	X			X	X
HVAC Equipment Replacements				X								
Domestic Water Conservation	X		X	X	X	X	X	X	X	X	X	
Irrigation Controls	X		X	X	X	X			X		X	

Interior Lighting Retrofits



Existing fluorescent interior lights

Rated lamp life = 15 years



New LED interior lights

**Much more energy efficient;
Cleaner, more direct light source. No flickering.
Rated lamp life = 25 years.**

Photovoltaic Solar



Roof-mounted solar system



Parking shade structure supporting solar panels

Preliminary Costs for Option 1: Partial Program Scope of Work

One-Time Cost: \$3,325,871

One-Time Utility Rebate: \$ 99,062

Annual Energy & Water Savings: \$ 173,980

Total Energy & Water Savings: \$6,078,285

Average Annual Capital Cost Avoidance: \$ 12,687

Total Capital Cost Avoidance: \$ 253,737

Net Present Value: \$ 193,047

Preliminary Costs for Option 1: Annual Cash Flow

Year	Energy & Water Savings	Capital Cost Avoidance	M&V Costs	Total Savings	Rebate	Annual Financing	Net Cash Flow
1	\$173,980	\$9,443	-\$16,175	\$167,248	\$99,062	\$251,974	\$14,336
2	\$179,604	\$9,725	-\$16,741	\$172,589		\$158,333	\$14,256
3	\$185,411	\$10,018	-\$17,327	\$178,102		\$163,930	\$14,172
4	\$191,407	\$10,319	-\$17,933	\$183,792		\$169,710	\$14,082
5	\$197,598	\$10,628	-\$18,561	\$189,665		\$175,677	\$13,988
6	\$203,991	\$10,947	-\$19,211	\$195,727		\$181,838	\$13,890
7	\$210,592	\$11,275	-\$19,883	\$201,984		\$188,198	\$13,786
8	\$217,407	\$11,614	-\$20,579	\$208,442		\$194,766	\$13,677
9	\$224,445	-\$11,962	-\$21,299	\$215,108		\$201,546	\$13,562
10	\$231,712	\$12,321	-\$22,045	\$221,989		\$208,547	\$13,442
11	\$239,216	\$12,691	-\$22,816	\$229,091		\$215,775	\$13,315
12	\$246,964	\$13,071	-\$23,615	\$236,421		\$223,239	\$13,182
13	\$254,965	\$13,463	-\$24,441	\$243,988		\$230,945	\$13,043
14	\$263,227	\$13,867	-\$25,296	\$251,798		\$238,901	\$12,897
15	\$271,758	\$14,283	-\$26,182	\$259,860		\$247,116	\$12,744
16	\$280,568	\$14,712	-\$27,098	\$268,182		\$255,599	\$12,583
17	\$289,665	\$15,153	-\$28,047	\$276,772		\$264,357	\$12,414
18	\$299,059	\$15,608	-\$29,028	\$285,638		\$273,401	\$12,237
19	\$308,759	\$16,076	-\$30,044	\$294,791		\$282,739	\$12,052
20	\$318,776	\$16,558	-\$31,096	\$304,239		\$292,381	\$11,858
21	\$242,073			\$242,073			\$242,073
22	\$249,708			\$249,708			\$249,708
23	\$257,586			\$257,586			\$257,586
24	\$265,713			\$265,713			\$265,713
25	\$274,099			\$274,099			\$274,099
	\$6,078,285	\$253,737	-\$457,417	\$5,874,605		\$4,418,971	\$1,554,696

Option 2: Full Program Scope of Work

Description	Civic Center	Police Station	Public Library	MLK Community Center	Arts Center	Kimball Park	Kimball Senior Center	Casa de Salud	Fire Station 31	Fire Station 34	Las Palmas Park	Public Works
Solar PV	X	X	X	X	X					X		
HVAC Controls	X	X	X	X	X		X	X	X	X		X
Interior Lighting Upgrades			X	X			X	X	X	X		X
Exterior Lighting Upgrades	X			X	X		X	X	X	X	X	X
HVAC Equipment Replacements	X	X		X	X			X				X
Domestic Water Conservation	X	X	X	X	X	X	X	X	X	X	X	
Irrigation Controls	X	X	X	X	X	X			X		X	

Civic Center



Deteriorated heating system
Hot and cold issues
throughout building



Clogged return air opening
Stuffy rooms; air flow problems;
Indoor Air Quality issues

These issues fixed in Program 2

Civic Center



Plugged zone heating coil; fiberglass and dust

**Air flow problems; Indoor Air
Quality issues**



Rusted HVAC & electrical equipment;
beyond its useful life

Potential environmental issues

These issues fixed in [Program 2](#)

Police Department



Ceiling damage caused by old, leaking air conditioning units

Indoor Air Quality issues



Flooded and rusted main air conditioning unit

Hot and cold issues throughout building

These issues fixed in Program 2

Police Department



Corroded and flooded air handler



Rusted supply fan housing

Potential costly emergency repairs and unexpected building shut downs

These issues fixed in Program 2

Preliminary Costs for Option 2: Full Program Scope of Work

One-Time Cost: \$6,608,598

One-Time Utility Rebate: \$ 117,267

Annual Energy & Water Savings: \$ 207,629

Total Energy & Water Savings: \$7,263,392

Average Annual Capital Cost Avoidance: \$ 190,456

Total Capital Cost Avoidance: \$3,809,115

Net Present Value: \$2,898,040

Preliminary Costs for Option 2: Annual Cash Flow

Year	Energy & Water Savings	Capital Cost Avoidance	M&V Costs	Total Savings	Rebate	Annual Financing	Net Cash Flow
1	\$207,629	\$141,759	-\$16,175	\$333,213	\$117,267	\$435,912	\$14,568
2	\$214,363	\$146,012	-\$16,741	\$343,634		\$329,066	\$14,568
3	\$221,317	\$150,392	-\$17,327	\$354,382		\$339,814	\$14,568
4	\$228,498	\$154,904	-\$17,933	\$365,469		\$350,902	\$14,567
5	\$235,913	\$159,551	-\$18,561	\$376,903		\$362,337	\$14,566
6	\$243,571	\$164,337	-\$19,211	\$388,697		\$374,131	\$14,567
7	\$251,479	\$169,268	-\$19,883	\$400,864		\$386,297	\$14,566
8	\$259,645	\$174,346	-\$20,579	\$413,412		\$398,846	\$14,565
9	\$268,078	\$179,576	-\$21,299	\$426,355		\$411,789	\$14,565
10	\$276,786	\$184,963	-\$22,045	\$439,705		\$425,140	\$14,565
11	\$285,780	\$190,512	-\$22,816	\$453,475		\$438,911	\$14,564
12	\$295,067	\$196,227	-\$23,615	\$467,679		\$453,116	\$14,563
13	\$304,658	\$202,114	-\$24,441	\$482,331		\$467,768	\$14,562
14	\$314,563	\$208,178	-\$25,296	\$497,444		\$482,882	\$14,562
15	\$324,791	\$214,423	-\$26,182	\$513,033		\$498,472	\$14,561
16	\$335,355	\$220,856	-\$27,098	\$529,113		\$514,552	\$14,561
17	\$346,264	\$227,481	-\$28,047	\$545,699		\$531,140	\$14,559
18	\$357,531	\$234,306	-\$29,028	\$562,809		\$548,250	\$14,558
19	\$369,166	\$241,335	-\$30,044	\$580,457		\$565,899	\$14,558
20	\$381,182	\$248,575	-\$31,096	\$598,662		\$584,105	\$14,557
21	\$289,416			\$289,416			\$289,416
22	\$298,587			\$298,587			\$298,587
23	\$308,049			\$308,049			\$308,049
24	\$317,814			\$317,814			\$317,814
25	\$327,890			\$327,890			\$327,890
	\$7,263,392	\$3,809,115	-\$457,417	\$10,615,090	\$117,267	\$8,899,331	\$1,833,026

California Government Code 4217

- Enables public agencies to expeditiously procure energy conservation services
- Provided the agency determines that:
 - ✓ Cost of the project is less than the total energy saved (4217.12)
 - ✓ Funds for repayment of financing and/or costs of design, construction and operation will be available from the energy saved (4217.13)
- Allows greatest possible flexibility to agencies in structuring agreements in order to maximize economic benefits and minimize costs
- Most expeditious of all of the processes. (Faster implementation shortens the cycle of the project and reduces overall costs.) For current project, will save City at least \$300,000 in design fees as well as reducing schedule of implementation by 8 - 12 months.
- Greater accountability of contractor. Selected contractor is accountable for results of program: guaranteed workmanship, equipment performance, and energy savings.
- Firm, fixed-price contract. No change orders.

Preliminary Code 4217 Analysis

✓ Both options meet 4217 criteria when taking capital costs avoided into account.

4217.12 Cost Effectiveness Test		
	"Option 1"	"Option 2"
Energy & Water Savings	\$6,078,285	\$7,263,392
Installation Cost	\$3,325,871	\$6,608,598
Result	Meets Criterion	Meets Criterion
4217.13 Cost Effectiveness Test		
	"Option 1"	"Option 2"
Energy & Water Savings	\$6,078,285	\$7,263,392
Installation, Operation and Financing Cost (net of rebates and capital costs avoided)	\$4,485,082	\$5,430,374
Result	Meets Criterion	Meets Criterion

Final Steps

✓ December 15, 2015

Council approved Resolution authorizing the Mayor to execute the Energy Audit Agreement w/Ameresco to conduct an energy audit of City facilities (Phase I), develop a project scope of energy and water saving measures to fund capital costs, forecast savings, and present a financing solution

✓ Next Step / Choices

- Do nothing more:
 - Cost = \$70,639 (payment to Ameresco for energy audit and report)
 - Energy & water savings = \$0
 - CO2 emissions goal = 0%
 - Potential costly emergency repairs and unexpected building shut downs at Civic Center and Police Station
- **Choose Option 1:**
 - Cost = \$3,325,871
 - Energy & water savings = \$6,078,285
 - 83.9% of CO2 emissions goal
 - Saves energy and water, but does *not* address Civic Center and Police Station HVAC issues

➤ **Choose Option 2: (Staff recommended option)**

- Cost = \$6,608,598
- Energy & water savings = \$7,263,392
- 99.8% of CO2 emissions goal
- Maximum energy and water savings *and* addresses the Civic Center and Police Station HVAC issues

Timeline of Next Steps

September 20, 2016

- Resolution directing staff to return with an Energy Services Agreement and associated financing plan

October / November 2016

- Finalize contract terms and financing plan
- Hold Public Hearing to consider the Energy Services Agreement and associated financing plan
- Present Resolution authorizing Mayor to execute Energy Services Agreement with associated financing plan
- Execute NTP with Ameresco to begin project implementation

December 2016 – December 2017

- Project construction to start during two-week furlough in December 2016 / January 2017
- Project close-out estimated for December 2017

The following page(s) contain the backup material for Agenda Item: Community and Police Relations Commission 2014 and 2015 Annual Report. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Community and Police Relations Commission 2014 and 2015 Annual Report

PREPARED BY: Lauren Maxilom

PHONE: (619) 336-4289

EXPLANATION:

See attached reports

DEPARTMENT: City Manager's Office

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Accept and file

BOARD / COMMISSION RECOMMENDATION:

CPRC voted unanimously on August 18, 2016 to approve Chairman Seaton-Msemaji's 2014 and 2015 Annual Report to Council.

ATTACHMENTS:

CPRC 2014 Annual Report
CPRC 2015 Annual Report



Community and Police Relations Commission

Memorandum

To: Mayor and City Council
Cc: City Manager's Office
From: Chairman Seaton-Msemaji, Community and Police Relations Commission
RE: 2014 Annual Report

Background

In October 2003, the Mayor and City Council established the National City Community and Police Relations Commission (CPRC). The Commission should be comprised of eight individuals appointed by the Mayor and approved by the City Council. Of the eight members, seven are voting members and one is a non-voting member. Of the seven voting members, five must be residents of National City. The non-voting member is a member of the National City Police Officers Association (NCPD-POA). The terms of the membership are three years, subject to reappointment by the City Council.

As of the time period this report reflects (2014), there are 5 voting members and one non-voting member leaving two vacancies to be filled for voting members.

The Commission meets on the third Thursday in the months of February, May, August and November at 6:00 p.m. in the Council Chambers of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated.

2014 Year End Review

The commission reviewed three (3) cases in closed session for the 2014 year and unanimously supported the Internal Affairs findings. The limited number of cases reviewed for the year was due, in large part to the number of canceled meetings for the year. Of the four meetings scheduled in 2014, two meetings, February and August, were cancelled due to the lack of a full quorum of members.

During the Commission's May and November meetings two newly appointed Commissioners were introduced, (Victor Barajas and Gary Dines). Both of Commissioners are included in the total number of voting commissioners referenced above. These additional appointees gave the Commission added flexibility to accommodate Commissioner absences without risk of canceling regularly scheduled meetings.

In addition to the new members welcomed by the Commission during the year, the following personnel changes also occurred:

- Ken Seaton-Msemaji and Richard Wingfield were appointed as Chairman and Vice-Chairman respectively with a majority vote by the Commission.

Cases Reviewed in 2014

As noted above, the commission reviewed three (3) Citizen/Department Initiated investigations in closed session and unanimously supported NCPD's Internal Affairs findings.

Current Status of Complaints

- As of the time period this report reflects, there are several cases pending review by CPRC members.

**Note: All complaints that are reviewed by CPRC Complaint Review Subcommittee are taken to the entire Commission in closed session for discussion and determination. **

Training/Special Presentations

- Ethics Training- Commissioners Barajas and Estolano participated
- Rosenberg's Rules of Order presented by City Attorney Claudia Silva to the Commission
- Use of Force Workshop hosted by NCPD- Commissioner Barajas participated

Subcommittees

Complaint Review Subcommittee for review of completed Internal Affairs investigations. Appointed Victor Barajas as an alternate for Complaint Review Subcommittee to review completed Internal Affairs cases in the absence of Commissioner Wingfield's or Chairman Msemaji's (both current members of the subcommittee)

2014 Attendance

February

No meeting- lack of quorum

May

Present – Barajas, Victor; Estolano, Nancy; Seaton-Msemaji; Wingfield, Richard (voting members)

Absent – None

Present – Bill Phillips (non-voting member)

August

No meeting - lack of quorum

November

Present – Barajas, Victor; Dines, Gary; Estolano, Nancy; Seaton-Msemaji, Ken; Wingfield, Richard (Voting members)

Absent – None

Present – Bill Phillips (non-voting member)

2015 Goals and Aspirations

- Continued educational opportunities for the Commission.
- More presentations by NCPD and other city agencies.
- Have Commissioners participate in one ride-along.



Community and Police Relations Commission

Memorandum

To: Mayor and City Council
Cc: City Manager's Office
From: Chairman Seaton-Msemaji, Community and Police Relations Commission
RE: 2015 Annual Report

Background

In October 2003, the Mayor and City Council established the National City Community and Police Relations Commission (CPRC). The Commission should be comprised of eight individuals appointed by the Mayor and approved by the City Council. Of the eight members, seven are voting members and one is a non-voting member. Of the seven voting members, five must be residents of National City. The non-voting member is a member of the National City Police Officers Association (NCPD-POA). The terms of the membership are three years, subject to reappointment by the City Council.

As of the time period this report reflects (2015), there are 6 voting members and one non-voting member leaving one vacancy to be filled for voting members.

The Commission meets on the third Thursday in the months of February, May, August and November at 6:00 p.m. in the Council Chambers of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated.

2015 Year End Review

Of the four meetings scheduled in 2015, one was postponed until June and subsequently cancelled due to the lack of a full quorum of members. Of the three meetings held, two meetings included closed sessions in which the Commission reviewed a total of nine (9) cases.

During the Commission's August and November meetings two newly appointed Commissioners were introduced, (Florina Arce and Julio Castro Munoz). Both of

Commissioners are included in the total number of voting commissioners referenced above.

In addition to the newly appointed Commissioners, the following changes to personnel and policies also took place during the 2015 year:

- Commissioner Richard Wingfield – Resigned due to a new job that would require him to be away for longer periods of time.
- The Commission re-appointed Ken Seaton-Msemaji as Chairman of the Commission and Victor Barajas as Vice-Chairman.
- Commissioner Gray Dines name was removed from the roster due to his passing.
- The Commissions made the following changes to section 6 of its bylaws concerning unexcused absences:
 - “Membership in the Commission shall terminate if a member has Two (2) consecutive unexcused absences from meetings, whether regular or special, or four (4) absences from regular or special meetings, in a Three (3) year term.”

Cases Reviewed in 2015

As noted above, the commission reviewed a total of nine (9) Citizen/Department Initiated investigations in closed session and agreed unanimously affirmed NCPD’s Internal Affairs findings on all cases.

Current Status of Complaints

- As of the time period this report reflects, there are several cases pending review by CPRC members from both 2014 and 2015.
Note: All complaints that are reviewed by CPRC Complaint Review Subcommittee are taken to the entire Commission in closed session for discussion and determination.

Training/Special Presentations

- Brown Act presented by City Attorney Claudia Silva to the Commission
- Ethics Training – Chairman Seaton-Msemaji participated
- NACOLE (National Association of Civilian Oversight of Law Enforcement) Conference - Commissioner Barajas and Lauren Maxilom attended.
- Report on Officer involved Shootings (SD County District Attorney’s 1993-2012) presented by Chief Manuel Rodriguez to the Commission
- Ride-Along with NCPD- Commissioner Barajas participated
- The Rights and Responsibilities of Citizens and Police presented by NCPD to the Commission
- Use of Force Workshop hosted by NCPD- Commissioner Dines participated

Subcommittees

- Complaint Review Subcommittee for review of completed Internal Affairs investigations.
 - Victor Barajas moved from an “alternate” status on the subcommittee to active.
 - Diana Plazola was appointed new “alternate”.

2015 Attendance

February

Present – Barajas, Victor; Dines, Gary; Estolano, Nancy; Seaton-Msemaji, Ken; Wingfield, Richard (voting members)
Absent – None
Present – Bill (non-voting member)

May

Meeting postponed to June

June No meeting- lack of quorum

August

Present – Barajas, Victor; Estolano, Nancy; Seaton-Msemaji, Ken; Plazola, Diana, Wingfield, Richard (voting members)
Absent – Arce, Florfina (voting member)
Present - Bill (non-voting member)

November

Present – Arce, Florfina; Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Seaton-Msemaji, Ken; Plazola, Diana; (Voting members)
Absent – None
Present – Walters, Wade (non-voting member)

2016 Goals and Aspirations

- Continued educational opportunities for the Commission.
- More presentations by NCPD and other city agencies.
- Have Commissioners participate in one ride-along.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City accepting the transfer of certain Real Property from the City of National City consisting of portions of Hoover Avenue and Harding Avenue previously vacated

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

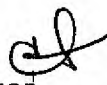
MEETING DATE: September 20, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City accepting the transfer of certain Real Property from the City of National City consisting of portions of Hoover Avenue and Harding Avenue previously vacated by City Council Resolution 2013-83 for the Westside Infill Transit Oriented Development.

PREPARED BY: Carlos Aguirre, Housing & Economic Development Manager



DEPARTMENT: Housing & Economic Dev.

APPROVED BY:



PHONE: (619) 336-4391

EXPLANATION:

The City of National City vacated portions of Hoover Avenue and Harding Ave for the development of 201 affordable housing units of the Westside Infill Transit Oriented Development. The street vacation approved by City Council by Resolution 2013-83 was not included in the legal description that transferred the property to the Community Development Commission-Housing Authority in August 2013. The grant deed attached would perfect the transfer of title from the City to the CDC-HA as previously intended by Resolution 2013-83 adopted on June 18, 2013 (Attachment No. 1).

FINANCIAL STATEMENT:

ACCOUNT NO.

Not applicable.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA.

ORDINANCE: **INTRODUCTION:** ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Not applicable.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution 2013-83
2. Grant Deed
3. Resolution

RESOLUTION NO. 2013 – 83

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
VACATING PORTIONS OF HOOVER AVENUE AND HARDING AVENUE
FOR THE WESTSIDE INFILL TRANSIT ORIENTED DEVELOPMENT, AND
AUTHORIZING THE MAYOR TO EXECUTE AN ORDER OF VACATION
FOR SAID PORTIONS OF STREETS
APPLICANT: PARADISE CREEK HOUSING PARTNERS, LP
CASE FILE NO. 2012-04 LS, SC**

WHEREAS, application was made requesting to vacate and close the westerly 14 feet (approximately) of the right of way of Hoover Avenue between 22nd Street and Paradise Creek, more particularly described in Exhibit "A-Hoover", attached hereto and incorporated herein as though set forth in full; and

WHEREAS, application was made requesting to vacate and close the eastern half of the right of way of Harding Avenue between 22nd Street and Paradise Creek, more particularly described in Exhibit "A-Harding", attached hereto and incorporated herein as though set forth in full; and

WHEREAS, on May 15, 2012, the City Council conducted a hearing and initiated the said proposed vacations and closures of portions of Hoover Avenue and Harding Avenue; and

WHEREAS, the City Engineer has caused notice of said proposed vacations and closures to be posted in the manner specified by law; and

WHEREAS, on May 21, 2012, the Planning Commission considered the said proposed vacations and closures, and found and determined that the vacations and closures conform with the City's adopted General Plan; and

WHEREAS, on August 21, 2012, the City Council considered the Planning Commission's report and recommendation and the presentation of staff regarding the proposed vacations and closures; and

WHEREAS, all things and acts necessary to be done as required by Part 3 of Division 9 of the California Streets and Highways Code in order to abandon said streets have been done and accomplished; and

WHEREAS, a public hearing was held on August 21, 2012 in the City Council Chamber, at which time all persons interested in or objecting to the proposed vacations and closures were afforded the opportunity to appear and be heard; and

WHEREAS, at said hearing, the City Council found, from all evidence submitted, that said portions of streets proposed to be vacated and closed are unnecessary for present or future public use or for present or future installation of utilities; and

WHEREAS, the City Council at said hearing further found that said proposed vacations and closures are in conformity with the adopted General Plan; and

Resolution No. 2013 –
Page Two

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves said street vacations based on the following findings:

1. That the portions of the public rights-of way proposed to be vacated are unnecessary for present or future public use, since all of the properties abutting the areas proposed to be vacated are owned by the City, which intends to redevelop the subject properties, and access to subject properties will continue to be provided by the adjacent streets.
2. That the proposed vacation of the portion of the right-of-way for Hoover Avenue is consistent with the City's General Plan since the Westside Specific Plan identifies this segment of Hoover Avenue as a local street and as a residential/mixed-use corridor with the goals to buffer pedestrians from vehicles; encourage walking, biking, and transit use; and reduce vehicle speeds through traffic calming measures that include narrowing roadway widths and widening sidewalks.
3. That the proposed vacation of the portion of the right-of-way for Harding Avenue is consistent with the City's General Plan since the Westside Specific Plan includes a buildout circulation network that eliminates the segment of Harding Avenue north of 22nd Street and south of 20th Street to accommodate the proposed park expansion as part of the Westside Infill Transit Oriented Development ("WI-TOD") project.
4. That the proposed vacations would allow for efficient and comprehensive redevelopment of underdeveloped and nonconforming properties.

BE IT FURTHER RESOLVED that the street vacations are approved subject to the following conditions:

1. The Certificate of Compliance for Parcel Map Waiver (2012-04 LS, SC) shall be recorded concurrently with the Orders of Vacation.
2. A preliminary title report and a policy of title insurance shall be provided prior to recordation of the Orders to Vacate.
3. The owner and developer shall provide easements for sewer and any other public utilities after vacation. All easements shall remain in place until the utilities have been removed or replaced.
4. The Resolution ordering vacation shall not be recorded until the above conditions have been satisfied.

BE IT FURTHER RESOLVED as follows:

1. That the Mayor and City Clerk are respectively authorized and directed to execute and attest Orders of Vacation of the above described portions of public rights-of-way.
2. That the vacation of the above-described portions of public rights-of-way to motorized vehicles is made under the authority of Division 9, Part 3, Chapter 3 of the California Streets and Highways Code.

Resolution No. 2013 –
Page Three

3. That the rights-of-way to be vacated are not needed for present or future public use and/or for utility service, since the properties abutting the street under consideration will continue to have access to public streets and utilities.
4. That the area to be vacated is not required as a non-motorized transportation facility for pedestrians, bicyclists, or equestrians, and adjacent streets will allow for the same through travel.
5. That the vacation of the proposed segments of rights-of-way is consistent with the City's General Plan since the area will continue to provide access and emergency access to the area.
6. That the City Clerk is hereby authorized and directed to cause certified copies of subject orders to be recorded in the office of the County Recorder of San Diego County, pursuant to Section 8325 of the California Streets and Highways Code.
7. That from and after the date that this Resolution is recorded, the above-described portions of public rights-of-way no longer constitute a street, except as reserved and excepted herein.

PASSED and ADOPTED this 18th day of June, 2013.



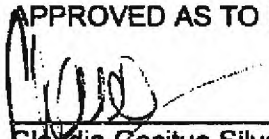
Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Claudia Gacitua Silva
City Attorney

EXHIBIT A-Harding Attachment No. 1

A PORTION OF LOTS 7-10 OF BLOCK 107 IN NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF HARDING AVENUE AND 22ND STREET; THENCE NORTHERLY ALONG THE CENTERLINE OF HARDING AVENUE NORTH 17°48'28" WEST 40.00 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF 22ND STREET; THENCE EASTERLY ALONG SAID RIGHT OF WAY 1.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY 39.00 FEET TO A POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF HARDING AVENUE HAVING A HALF RIGHT OF WAY WIDTH OF 40.00 FEET AND THE NORTHERLY RIGHT OF WAY OF 22ND STREET HAVING A HALF RIGHT OF WAY WIDTH OF 40.00'; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF HARDING AVENUE NORTH 17°48'28" WEST 74.46 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 20°04'26" WEST 63.51 FEET; THENCE SOUTH 17°48'28" EAST 24.27' TO THE TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" SHEET 2 FOR A SKETCH DEPICTING DESCRIBED PROPERTY.

CONTAINS 1,925 SQ. FT. OR 0.04 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF 22ND ST PER EJ CHRISTMAN BUSINESS AND INDUSTRIAL PARK I MAP NO 8038 AS SHOWN AS NORTH 72°16'45" EASE.

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520 DATE
LICENSE EXP. 06/30/2014



EXH. B SHEET 1 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN



27158 BURBANK
FOOTHILL RANCH,
CALIFORNIA 92610
T. 949.916.3800
F. 949.916.3805
WWW.CVC-INC.NET

STREET VACATION
PORTION OF HARDING AVENUE
SHEET 1 OF 2

Attachment No. 1



DATE _____



EXH. B SHEET 2 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN



CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING

**27158 BURBANK
FOOTHILL RANCH,
CALIFORNIA 92610
T. 949.916.3800
F. 949.918.3805
WWW.CVC-INC.NET**

STREET VACATION
PORTION OF HARDING AVENUE
SHEET 2 OF 2

EXHIBIT A-Hoover

Attachment No. 1

A PORTION OF LOTS 13-2 OF BLOCK 86 AND LOTS 13-20 OF LOCK 85 AND LOTS 13-17 OF BLOCK 84 IN NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF 21ST STREET AND HOOVER AVENUE; THENCE SOUTH 72°14'18" WEST 25.21 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 17°45'42" EAST 263.41 FEET TO A CONCAVE CURVE WESTERLY WITH A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°02'26" AN ARC DISTANCE OF 42.43 FEET; THENCE LEAVING SAID CURVE SOUTH 72°16'45" WEST 24.27 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°55'20" AN ARC DISTANCE OF 27.20 FEET TO A TANGENT COMPOUND CURVE CONCAVE WESTERLY WITH A RADIUS OF 760.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°04'44" AN ARC DISTANCE OF 80.41 FEET; THENCE LEAVING SAID CURVE NORTH 17°47'56" WEST 598.21 FEET ALONG THE WESTERLY RIGHT OF WAY OF HOOVER AVENUE HAVING A HALF RIGHT OF WAY WIDTH OF 40.00 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 72°04'38" EAST 13.71 FEET; THENCE SOUTH 17°48'25" EAST 482.71 FEET; THENCE NORTH 71°08'38" EAST 1.09 FEET TO THE TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" SHEET 2 FOR A SKETCH DEPICTING DESCRIBED PROPERTY.

CONTAINS 12,013 SQ. FT. OR 0.28 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF 22ND ST PER EJ CHRISTMAN BUSINESS AND INDUSTRIAL PARK I MAP NO 8038 AS SHOWN AS NORTH 72°16'45" EASE.

ENGINEER/SURVEYOR

PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520
LICENSE EXP. 06/30/2014

DATE



EXH. B SHEET 1 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN



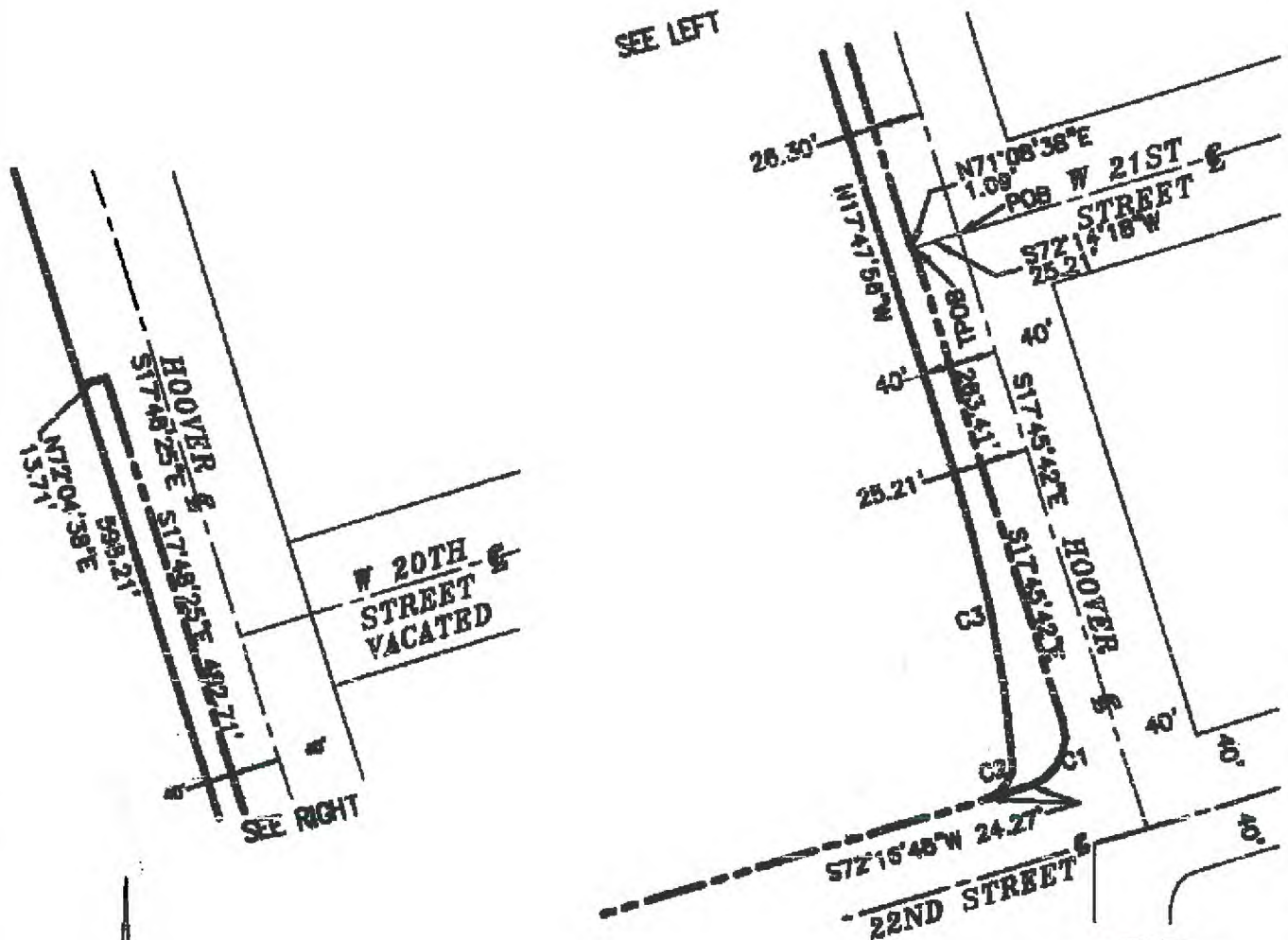
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WWW.CVC-INC.NET

STREET VACATION
PORTION OF HOOVER AVENUE

SHEET 1 OF 2

EXHIBIT A-Hoover Attachment No. 1

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TAN
C1	42.43	27.00	80°02'26"	27.02
G2	27.20	20.00	77°55'20"	18.17
C3	160.22	760.00	12°04'44"	80.41



SCALE: 1" = 50'

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E.33520
LICENSE EXP. 06/30/2014

DATE



EXH. B SHEET 2 OF 2

BY: DSK

DATE: 5-31-12

SCALE: AS SHOWN



27156 BURBANK
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STREET VACATION
PORTION OF HOOVER AVENUE
SHEET 2 OF 2

Passed and adopted by the Council of the City of National City, California, on June 18, 2013 by the following vote, to-wit:

Ayes: Councilmembers Cano, Morrison, Natividad, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California



Richard D. Balla
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2013-83 of the City of National City, California, passed and adopted by the Council of said City on June 18, 2013.

City Clerk of the City of National City, California

By: _____
Deputy

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 1117014676

APN: 560-391-12 & 559-124-08

When Recorded Mail Document and Tax Statements to:

CDC-Housing Authority of the City of National City
 140 E 12th Street
 National City, CA 91950

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00 R&T 11911 - Deed to governmental agency. This deed is recorded to establish the vacation legal description pursuant to a Resolution Authorizing an Order of Vacation recorded June 17, 2014, document number 2014-250448

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of National City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 City of National City

hereby GRANT(S) to

Community Development Commission-Housing Authority of the City of National City, a public body, corporate and politic

that property in City of National City, San Diego County, State of California, described as:

See "Exhibit A" attached hereto and made a part hereof.

Date: _____

City of National City

By: _____
 Ron Morrison, Mayor

Approved as to form:

By: _____
 Claudia Gacitua Silva, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____
(Typed or Printed)

(Seal)

The following page(s) contain the backup material for Agenda Item: A report on the State of California Cap-and-Trade Program and its appropriations including the Affordable Housing and Sustainable Communities Program. (Housing & Economic Development)


**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 20, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

A report on the State of California Cap-and-Trade Program and its appropriations including the Affordable Housing and Sustainable Communities Program.

PREPARED BY: Carlos Aguirre, Housing & Economic Development Manager 

DEPARTMENT: Housing & Economic Dev.

APPROVED BY: 

PHONE: (619) 336-4391

EXPLANATION:

Staff will provide a verbal report on the State of California Cap-and-Trade Program and its appropriations including the Affordable Housing and Sustainable Communities Program.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

Not applicable.

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not applicable.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Not applicable.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

None.